



CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374

Tuesday, October 6, 2020 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

Any prayer or invocation that may be offered before the start of the Regular Council Meeting is a voluntary offering by a private resident of Surprise; has not been previously reviewed or approved by City Council or City staff; should not be considered an endorsement of any particular religion by the City or its officials, as the beliefs, viewpoint, and content are personal to the speaker; and no participation by any person in attendance is required. A list of volunteers is maintained by the office of the City Clerk and interested persons should contact the Clerk's Office for further information.

B. Roll Call

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

Domestic Violence Awareness Month Proclamation

E. City Manager Report

F. City Clerk Report

1. **General Elections Update**

None

Sherry Aguilar
City Clerk

G. Call To The Public

NOTICE: In an effort to protect health and safety of city employees, residents, and visitors, the Council Chambers will be partially open to the public with limited seating. The public may access the meeting by viewing a live stream or broadcast of the meeting. To watch live, please visit www.surpriseaz.gov/surprisetv, the Surprise City Gov Facebook page at www.facebook.com/cityofsurprise. Cox channel 11 and Century Link channel 8513 will also carry the meeting live. For instructions on how to comment on agenda items and public hearings, please go to <https://bit.ly/3k2NIV1>

H. Regular City Council Meeting Agenda

CONSENT AGENDA:

2. Citywide Consideration and action on the minutes of the Regular City Council Work Session and Regular City Council Meeting of September 15, 2020 and the Executive Session of September 1, 2020.

None

Sherry Aguilar
City Clerk

3.	Internal	Consideration and action to move the Regular Work Session and Regular Council Meeting scheduled for Tuesday, November 3rd, 2020 to Monday, November 2nd, 2020 due to the General Election.	None Sherry Aguilar City Clerk
4.	District 5	Consideration and action to approve a Liquor License request by David Anthony Monohan (Agent) for a Series 12 (Restaurant - New License) for Irish Wolfhound Restaurant and Pub located at 16811 N. Litchfield Road, #102 - 104, Surprise, AZ 85374.	None Sherry Aguilar City Clerk
5.	Citywide	Consideration and action pertaining to approval of an intergovernmental agreement (IGA) between the City of Surprise and the Buckeye Valley Fire District for sharing fire-medical record software; Resolution # 2020-108.	None Brenden Espie Fire - Medical
6.	Citywide	Consideration and action pertaining to acceptance of a grant from the Arizona State Department of Forestry and Fire Management (G71011), acceptance of proposed amendment to the terms of existing Arizona Department of Water Resources Water Management Assistance Program grant (G71010) and approval of an amendment to the Fiscal Year 2021 Budget by reallocating appropriations of \$15,000 from Project G71010 to Project G71011, to account for the match required by accepting the Arizona Department of Forestry and Fire Management Community Challenge Grant (G71011) in the amount of \$15,000; Resolution #2020-125.	None Michael Boule Water Resource Management
7.	Citywide	Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations in the amount of \$95,000 within the Grants Fund and authorizing acceptance of a subrecipient grant award from the Maricopa County Sheriffs Department for overtime reimbursement for Surprise officers/investigators; Resolution # 2020-111.	None Philip Johnson Police
8.	Citywide	Consideration and action pertaining to an amendment to the 2020 Intergovernmental Agreement (IGA) with the Arizona Department of Homeland Security by extending the IGA for a period of twelve months; Resolution # 2020-118.	None Terry Young Police
9.	District 5	Consideration and action pertaining to an amendment of the Fiscal Year 2021 budget by reallocating appropriations of \$693,900 associated with the Police Training Center Project P31020 to the Public Safety Evidence Readiness Center (PSERC) project budget P31030, Resolution # 2020-124.	None Mike Gent Public Works
10.	District 1	Consideration and action pertaining to the conditional acceptance of certain street and public utility improvements at Austin Ranch East Phase 2 Parcels 9, 10 & 11, generally located at W. Pinnacle Peak Road and N. Citrus Road; Resolution # 2020-121.	None Mike Gent Public Works

11.	District 3	Consideration and action pertaining to the conditional acceptance of street and public utility improvements at Tractor Supply – Surprise, generally located at N. Cotton Lane and W. Custer Lane. Resolution # 2020-123.	None Mike Gent Public Works
12.	District 1	Consideration and action declaring the City's intent to enlarge and enlarging an existing lighting improvement district known as, " SU-Rio Rancho Estates 179" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution # 2020-116.	None Mike Gent Public Works
13.	District 3	Consideration and action pertaining to approval of the Final Plat entitled, "The Northwest Corner of Peoria Avenue & Reems Road" dated April 24, 2020, an approximately 37.50 acre real property located on the northwest corner of Peoria Avenue and Reems Road within the Greer Ranch Planned Area Development ("PAD"); Case FS20-108.	None Hobart Wingard Community Development
14.	District 1	Consideration and action pertaining to the approval of the Final Plat entitled, "Rio Rancho Estates, Parcel 1A.1" dated July 30, 2020, an approximately 28.70 acre real property generally located on the northwest corner of Happy Valley Road and 183rd Avenue; Case FS18-518.	None Hobart Wingard Community Development
15.	District 6	Consideration and action pertaining to the approval of the Map of Dedication entitled, "Project Baxter" dated July 8, 2020, generally located on the northeast corner of Litchfield Road and Sweetwater Avenue; Case FS20-300.	None Hobart Wingard Community Development
16.	District 1	Consideration and action pertaining to acceptance of a Drainage Easement from Pensco Trust Company, LLC for roadway improvements along Happy Valley Road, near 147th avenue.	None Lloyd Abrams Community Development
17.	District 1	Consideration and action pertaining to acceptance of a Quit Claim Deed from David and Lisa Staley for public rights-of-way along Dale Lane near 158th avenue.	None Lloyd Abrams Community Development
18.	District 1	Consideration and action pertaining to acceptance of a Dedication of Public Right-of-Way from The Gerald L Schneerer and Linda M Schneerer Living Trust along 163rd Avenue north of Jomax Road.	None Lloyd Abrams Community Development
19.	District 1	Consideration and action pertaining to acceptance of a Warranty Deed from Ace PSP, L.L.C. for public right of way for roadway and utility purposes at 163rd Avenue north of Happy Valley Road.	None Lloyd Abrams Community Development

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| 20. | District 3 | Consideration and action pertaining to the approval of the Re-Plat entitled, "Amended Replat of Lot 3, 'Replat of Lot 3, Prasada Phase 1B North'" dated June 11, 2020, an approximately 120.288 acre real property generally located south of Waddell Road and east of Loop 303; Case FS20-077. | None |
| | | | Rob Kuhfuss
Community
Development |

REGULAR AGENDA ITEM - PUBLIC HEARING:

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|-----|----------|---|--|
| 21. | Citywide | Consideration and action pertaining to approval a Zoning Text Amendment to regulate municipal towers; Ordinance #2020-16. | None |
| | | | Hobart Wingard
Community
Development |

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- | | | | |
|-----|----------|---|---|
| 22. | Citywide | Consideration and action pertaining to an amendment to Surprise Municipal Code Chapter 2, Article VII, Section 2-269, Notice of Official Possession of unclaimed property, by allowing publication on the official City website or social media account, as an alternative to newspaper publication; Ordinance # 2020-25. | None |
| | | | Christine DeSanti
Police |
| 23. | Internal | Consideration and action pertaining to the Surprise Community Outreach Program (SCOP) funding recommendations for Fiscal Year 2021, by the Council Subcommittee on Community Outreach, Partnerships, and Grants. | None |
| | | | Seth Dyson
Human Svcs and
Comm Vitality |
| 24. | Citywide | Consideration and action pertaining to an amendment of the Fiscal Year 2021 budget by reallocating appropriations of \$9,537,400 and amending the FY2021 Contract Awarding Authority List; Resolution #2020-126. | None |
| | | | Andrea Davis
Finance |
| 25. | Citywide | Consideration and action pertaining to an amendment to Surprise Municipal Code Chapter 2, Article 2, Division 1, Section 2-21, setting the date of the oath of office for certain elected officials; Ordinance # 2020-31. | None |
| | | | Robert Wingo
Legal |
| 26. | Internal | Consideration and action pertaining to an amendment to Surprise Municipal Code Chapter 3, Article IV, Section 3-41(D), Personnel Appeals Board Composition and Quorum; Ordinance # 2020-34. | None |
| | | | Lisa Angelini
Human Resources |
| 27. | Citywide | Consideration and action pertaining to City Council support of the implementation of a Temporary Extension of Premises Permit process for local restaurants by Executive Order of the Mayor. | None |
| | | | David Sanders
Community
Development |

- I. Other Business and Future Agenda Items
- J. City Council Reports
- K. Executive Session

For information Purposes; Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, but for only the following purposes:

- discussion or consideration of personnel matters (A.R.S. §38-431.03 (A)(1));
- discussion or consideration of records exempt by law from public inspection (A.R.S. §38-401.03 (A)(2));
- discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03 (A)(3));
- discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. §38-431.03 (a)(4));
- discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03 (A)(5)); or
- discussion, consultation or consideration for international and interstate negotiations or for negotiations by a city or town, or its designated representatives, with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city or town. A.R.S. §38-401.03 (A)(6)).
- discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03 (A)(7)).

Confidentiality Requirements Pursuant to A.R.S. §38-431.03(C)(D): Any person receiving executive session information pursuant to A.R.S. §38-431.02 shall not disclose that information except to the Attorney General or County Attorney by agreement of the City Council, or as otherwise ordered by a court of competent jurisdiction.

The council may vote to hold an executive session for the purpose of obtaining legal advice from the Board's attorney on any matter listed on the agenda pursuant to A.R.S. § 38-431.03(A)(3).

L. Adjournment

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: October 1, 2020 at 1:00 PM

SPECIAL NOTE: PERSONS WITH SPECIAL ACCESSIBILITY NEEDS, INCLUDING LARGE PRINT MATERIALS OR INTERPRETER, SHOULD CONTACT THE CITY CLERK'S OFFICE @ 623.222.1200 OR TTY 623.222.1002, BY NO LATER THAN 24 HOURS IN ADVANCE OF THE REGULAR SCHEDULED MEETING TIME.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 6, 2020
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

Consent: No Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Invocation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 6, 2020
Submitting Department: Mayor and Council
Staff Recommendations:

Contact Person:
District: Citywide

Consent: No Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:
Domestic Violence Awareness Month Proclamation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. Domestic Violence Awareness Proclamation 2020
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Proclamation

Office of the Mayor

WHEREAS, domestic violence is a widespread epidemic affecting millions of Americans each year regardless of race, age, gender and income level;

WHEREAS, one in three American adults have been the victim of an act of domestic violence in their lifetime;

WHEREAS, one in fifteen American children are exposed to domestic violence each year;

WHEREAS, children who witness domestic violence often grow up believing that physical and emotional cruelty is acceptable in relationships, and thus, tend to perpetuate the cycle of violence in society;

WHEREAS, a coordinated community effort on the part of community leaders, police, judges, advocates, healthcare workers, and concerned Americans working together will aid in developing solutions to this problem and improve our responses when it occurs;

WHEREAS, many Federal, State and local programs addressing domestic violence have achieved success, bringing greater safety to families; and

WHEREAS, Domestic Violence Awareness Month provides an excellent opportunity for citizens to learn more about preventing instances of domestic violence and to show support for the numerous organizations and people who provide advocacy and assistance to victims.

NOW, THEREFORE, let it be resolved that I, **Skip Hall**, Mayor of the **City of Surprise**, do hereby proclaim the month of October, in the year 2020, to be Domestic Violence Awareness Month in the City of Surprise, and I hereby call upon all citizens to not only recognize this important event, but to work together to eliminate domestic violence from our community.

DATED this 6th day of October, 2020.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk





CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 6, 2020
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar
District: Citywide

Consent: No Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:
General Elections Update

Motion:
No action - Report only

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 6, 2020
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Citywide

Consent: Yes Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action on the minutes of the Regular City Council Work Session and Regular City Council Meeting of September 15, 2020 and the Executive Session of September 1, 2020.

Motion:

I move to approve the meeting minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 91520WKS
 2. 91520REG
-

CITY OF SURPRISE
Regular City Council Work Session Minutes
16000 North Civic Center Plaza
Surprise, AZ 85374

Tuesday, September 15, 2020 @ 4:00PM

Call To Order

Roll Call

Mayor Hall called to order the Regular City Council Work Session of September 15, 2020 at 4:00 PM at Surprise City Hall Council Chambers, 16000 N Civic Center Plaza, Surprise, Arizona 85374. Also in attendance with Mayor Hall were Vice Mayor Judd, Council Members; Winters, Hayden, Duffy, Sanders and Remley.

Staff Present: City Manager, Michael Frazier; City Attorney, Robert Wingo and City Clerk, Sherry Ann Aguilar.

Pledge of Allegiance

Call To The Public

Regular City Council Work Session Agenda

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

1. Presentation and discussion pertaining to the Parks and Recreation Master Plan Update - NO ACTION

Donna Miller and Paul Frie reported on this item.

Council Member Sanders - Future park amenities

Council Member Winters - McMicken Dam, shooting Range

Vice Mayor Judd - Why is a 25 acre park so expensive to build? Lighting, bathrooms, etc., Can we build parks that would serve a large number of people and not spend a large amount of money? i.e.: soccer fields, baseball,

etc. Can they be interchanging?

Mayor Hall commented that these are great questions and I share the concerns about needing more soccer fields and tournaments.

Council Member Duffy - This is the reason why I asked for this topic. I worked for CRS, I saw this for myself that we are lacking in sports venues, there are so many activities going on and not enough facilities.

Council Member Duffy continued to identify the areas that need recreation and the over use of the current fields. Duffy asked all of the Council to go out on Saturday morning when soccer starts up again, you will be amazed.

Mayor asked about utilizing Asante more, same as revitalizing the Sierra Montana Rec Center, get more utilization for what we currently have. What would the costs be, etc.?

Council Member Remley commented on the \$266 million dollars as an amount for future growth, we just did a 50 million dollar bond, the residents would never go for that. We need to utilize what we have. Some of the parks, could have a soccer field.

VM Judd commented that the 260 million amount is not even practical right now so we need to be more creative and come back with a plan to discuss.

Mayor Hall commented that Sun Village and Sun City Grand have all of these amenities and never have to leave there unless they want to go to the dog park, etc., so the population numbers should not be calculated in the future needs. We are loading more than we need to. This is something to think about.

Council Member Duffy, the problem with the pocket parks, there is no parking in the neighborhoods. Club Teams are leaving due to lack of amenities.

City Manager Frazier commented that we have a lot of road projects needed, and eventually might need to go out for a bond, we simply can't afford this. I will work with CRS Staff to come up with some ideas and planning and bring back to Council for review.

2. Presentation and discussion pertaining to amendments to the City of Surprise Model City Tax Code related to Transaction Privilege Tax - NO ACTION

Finance Director, Andrea Davis gave a powerpoint presentation on the City's Model Tax Code. This is administrative changes to amend the code.

Mayor Hall asked if there is a report from the League of Cities that lists all cities and towns.

Ms. Davis said she would look into this.

Vice Mayor Judd questioned the food tax line. Are we looking at this?

Ms. Davis - there is no action right now.

3. Presentation and discussion pertaining to the community pool requirement in Planning and Engineering Design Standards as part of the code update - NO ACTION

Joshua Mike, CD Planner gave a powerpoint presentation on this item.

Council Member Sanders - this is a good presentation, I like what you have come back with. Can you give me a definition of what an amenity is? I so like the amenity rather than just a pool.

Vice Mayor Judd - I think a lot of this came about because we had communities coming forward with exempting the pool. I am good with a community resource for a gathering place.

Executive Session

Adjournment

Council Member Winters made the motion to adjourn the Regular City Council Work Session of September 15, 2020 at 5:40 PM. Council Member Duffy seconded the motion.

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Work Session of **Tuesday, September 15, 2020.**

Sherry Ann Aguilar, City Clerk, MMC

CITY OF SURPRISE
Regular City Council Meeting Minutes
16000 North Civic Center Plaza
Surprise, AZ 85374

Tuesday, September 15, 2020 @ 6:00PM

Call To Order

Invocation

The Invocation led by Raymond Grim.

Roll Call

Mayor Hall called to order the Regular City Council Meeting of September 15, 2020 at 6:02 PM at Surprise City Hall Council Chambers, 16000 N Civic Center Plaza, Surprise, Arizona 85374. Also in attendance with Mayor Hall were Vice Mayor Winters, Council Members; Duffy, Hayden, Judd and Sanders and Remley.

Staff Present: City Manager, Michael Frazier; City Attorney, Robert Wingo and City Clerk, Sherry Ann Aguilar.

Pledge of Allegiance

Proclamation and Community Acknowledgements

Hispanic Heritage Month Proclamation

City Manager Report

City Manager Frazier reported on new Fire Medical Department Assistant Chief

City Clerk Report

1. Upcoming General Election Update

City Clerk Aguilar reported on the upcoming General Election.

2. Consideration and action to appoint Kevin Sartor to serve the remainder of a term for the Planning & Zoning Commission with a term expiration of June 30, 2023 - APPROVED

Vice Mayor Judd made the motion to approve the appointment of Kevin Sartor to the Planning and Zoning Commission. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

3. Consideration and action to appoint Candice Rachal to serve the remainder of a term for the Board of Trustees with a term expiration of June 30, 2022 - APPROVED

Council Member Winters made the motion to approve the appointment of Candice Rachal to the Board of Trustees. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

4. Consideration and action to appoint Thomas Russell with a term expiration of June 30, 2023 and Mitchell Friedlander with a term expiration of June 30, 2024 to serve the remainder of terms for the Personnel Appeals Board - APPROVED

Council Member Remley made the motion to appoint Thomas Russell and Mitchell Friedlander to the Personnel Appeals Board. Council Member Sanders seconded the motion. Seven yes votes, motion carried.

Call To The Public

Amanda Santana - Mask mandate

Autumn Trombley - Read statement for the record

Regular City Council Meeting Agenda

CONSENT AGENDA:

Council Member Duffy made the motion to approve the consent agenda. Council Member Remley seconded the motion. Seven yes votes, motion carried.

5. Consideration and action on the minutes of the Regular City Council Work Session and Regular City Council Meeting of September 1, 2020 - APPROVED

6. Consideration and action pertaining to approval of a Map of Dedication entitled, "Rio Rancho BLVD" an approximately 1.60 acre property generally located west of Grand Avenue and north of Happy Valley Road - APPROVED

7. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations of \$195, 600 from Grants Contingency to Project P31060 for the purpose of re-establishing the police vehicle project; Resolution # 2020-107 - APPROVED

8. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations of \$2,100 from grant contingency to the Victim Rights Program grant fund for acceptance of the VRP grant; Resolution # 2020-93 - APPROVED

9. Consideration and action pertaining to approval of an Intergovernmental Agreement between the City of Surprise, City of Glendale, and the Maricopa County Department of Transportation (MCDOT) for construction, operation and maintenance of the traffic signal at Peoria Avenue and Reems Road; Resolution # 2020-54 - APPROVED

10. Consideration and action pertaining to the approval of the Re-Plat entitled, "Lot 1 of the Final Plat for 'Prasada - Phase 2 West'" an approximately 21.675 acre property generally located north of Waddell Road and west of Loop 303 - APPROVED

11. Consideration and action pertaining to the conditional acceptance of certain public utility improvements at Toll at Prasada, Phase 1 Unit D, generally located at W. Savannah Drive and N. Greenwich Boulevard; Resolution #2020-105 - APPROVED

12. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations of \$38, 400 from the Grants Contingency Fund to Project G31243 to account for the U.S. Department of Justice Drug Enforcement Administration (DEA) Task Force Intergovernmental Agreement; Resolution # 2020-114.

13. Consideration and action pertaining to approval of an Intergovernmental Agreement between the City of Surprise and the Arizona Health Care Cost Containment System (AHCCCS) for re-validation as a provider, thus having the ability to charge for ambulance services; Resolution # 2020-110 - APPROVED

14. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations of \$13,200 within the Grants Fund for the purpose of accepting two grants from the Arizona Governor's Office of Highway Safety (GOHS) to advocate for child seat safety and youth alcohol awareness; Resolution # 2020-115 – APPROVED

15. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations of \$30, 200 within Grants Contingency Fund and approving the Amended and Restated Intergovernmental Agreement with the Cities of Peoria and Goodyear to continue the Community Para-medicine program with grant funding from United Healthcare Inc.; Resolution # 2020-109 - APPROVED

REGULAR AGENDA ITEM - PUBLIC HEARING:

18. Consideration and action pertaining to rezoning approximately 49.1 acres of land from Industrial Performance (IP) to Industrial General (IG) generally located north and west of the northwest corner of Dysart and Cactus Roads; Ordinance # 2020-27 - APPROVED

City Planner, Hobart Wingard gave a powerpoint presentation on this item.

No public comments were made.

Vice Mayor Judd - why are we doing this?

Vice Mayor Judd made the motion to approve Ordinance 2020-27. Council Member Sanders seconded the motion. Seven yes votes, motion carried.

16. Consideration and action pertaining to approval of the Revised Preliminary Plat entitled, “ A Portion of Unit N - Phase 2 - Toll at Prasada” an approximately 15.8 acre property generally located west of Cotton Lane, between Cactus Road and Peoria Avenue; Case FS20-117 - APPROVED

Lloyd Abrams, of Community Development gave a powerpoint presentation on this item.

No public comments were made.

Council Member Duffy - infrastructure requirement on Cactus

Council Member Duffy made the motion to approve the Revised Preliminary Plat, A Portion of Unit N, Phase 2, Toll at Prasada. Council Member Sanders seconded the motion. Seven yes votes, motion carried.

17. Consideration and action pertaining to approval of the Preliminary Plat entitled, “Mesquite Mountain Ranch” a 201.84 acre property generally located on the northeast corner of Beardsley Road and 227th Avenue; Case FS19-870 - APPROVED

City Planner, Hobart Wingard, gave a powerpoint presentation on this item.

Attorney representing the project, Jeff Blilie answered Council questions about the project.

Council Member Winters asked about the wash running through the development, is that open space? Wildlife Corridors?

Mr. Wingard - Yes but natural open space.

Mayor Hall - Where is the access to this, 219th?

Council Member Winters made the motion to approve the Preliminary Plat Mesquite Mountain Ranch. Council Member Sanders seconded the motion. Seven yes votes, motion carried.

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

19. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 Contract Awarding Authority List and the commissioning of artist Steven Weitzman for an original work of art at the site of the new Public Safety Facilities; Resolution 2020-120 - APPROVED

Danielle Osborne, City Manager's Office gave a powerpoint presentation on this item.

Arts Chair, Margaret Lieu gave a summary of discussions that took place as they were discussing these items for future projects.

Council Member Sanders – I’m impressed with the artwork being proposed.

Council Member Remley questioned expenses to build a wall for the project.

Vice Mayor Judd - This is from the 2017 GOB, you mentioned that you don't have enough time for an RFP?

Mayor Hall - The site plan doesn't show the carports, are they being taken down?

DCM Gent explained.

Council Member Remley - When I think of the cost of this wall, that is a lot of money. Was there any consideration for historic art of Fire or Police to go inside?

Council Member Sanders made the motion to approve Resolution 2020-120. Council Member Winters seconded the motion. Seven yes votes, motion carried.

20. Consideration and action pertaining to an amendment to Chapter 34, Article VII of the Surprise Municipal Code by adding a new section 34-228, relating to impersonation of a city employee and unauthorized manufacturing and possession of badges, patches and other indicia of employment with the City of Surprise; Ordinance # 2020-20 - APPROVED

Police Attorney, Harold Brady gave a brief overview of this item.

Council Member Remley made the motion to approve Ordinance 2020-20. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

21. Consideration and action pertaining to an amendment of the Term of Appointment for Associate Judge Catherine Ann Gaudreau for the purpose of aligning with Surprise Municipal Code Section 30-4; Resolution #2020-37 - APPROVED

HR Director, Lisa Angelini reported on this item.

Vice Mayor Judd made the motion to approve Resolution 2020-37. Council Member Winters seconded the motion. Seven yes votes, motion carried.

22. Consideration and action pertaining to approval or disapproval of the First Amendment to the Rancho Mercado Supplemental Development

Agreement (Regional Improvements Overlay Agreement) recorded July 19, 2017; Resolution #2020-117 - APPROVED

Lloyd Abrams, Community Development gave a powerpoint presentation on this item.

Council Member Remley - I am totally confused I don't know what we are doing here on this thing. What is this?

Council Member Winters made the motion to approve Resolution 2020-117. Council Member Remley seconded the motion. Seven yes votes, motion carried.

Other Business and Future Agenda Items

Council Member Sanders - Revise the language for extension of Premises for businesses due to Covid, seconded by Vice Mayor Judd.

Mayor Hall - requested that the Rules Committee meet and review the Council Rules and Procedures Handbook and bring to Council for approval.

City Council Reports

City Council attended and/or reported on the following:

Council Member Sanders- Fighter Country Partnership Golf Tournament, Grant Sub-committee, thanked Fire and Police, welcomed City Manager back.

Council Member Remley - thank you to the residents for observing wearing a mask

Council Member Hayden - people stuck at home and feeling alone, thank you for the patience

Council Member Winters - first meeting with constituents in the audience and FS304 is finished and complete.

Vice Mayor Judd - meet and greet at Freddy's Wednesday night at 6 PM, thank you to Council Members Hayden and Sanders for the grants meeting, we had to pair it down it was not easy task. Firestone Auto Care just opened, Team for Kids, good job ED.

Mayor Hall - Business Round Table with six businesses, met a couple of

residents, he asked them why they moved to Surprise. 1) loved our roads, well maintained and wide 2) loved how safe we were they both said the same thing. Text HOA Board Member he said he was so impressed with our road crew asked that they be recognized them in a public meeting.

Executive Session

Adjournment

Council Member Winters made the motion to adjourn the Regular City Council Meeting of September 15, 2020. Council Member Sanders seconded the motion. Seven yes votes, motion carried.

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, September 15, 2020.**

Sherry Ann Aguilar, City Clerk, MMC



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 6, 2020
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Internal

Consent: Yes Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action to move the Regular Work Session and Regular Council Meeting scheduled for Tuesday, November 3rd, 2020 to Monday, November 2nd, 2020 due to the General Election.

Motion:

I move to approve moving the Regular Work Session and Regular Council Meeting scheduled for Tuesday, November 3rd, 2020 to Monday, November 2nd, 2020 due to the General Election.

Background:

Sec. 2-65. - Meeting, location and time.

Regular meeting of the city council will be held on the first and third Tuesday of each month at 6:00 p.m. at City Hall, 16000 N. Civic Center Plaza, Surprise, Arizona, unless otherwise provided in the public notice.

Work sessions may be held for the purpose of presentations to and discussions with council. Action by council at work sessions is limited to general consensus, conveying questions or requesting information. No formal action of the city council may be taken at work sessions.

Special meetings may be convened by the mayor at any time.

The city council may call, vacate, or change the date, time or location of a specific meeting by majority vote.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013; Ord. No. 2014-03, § 2, 1-28-2014)

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 6, 2020
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar
District: District 5

Consent: Yes Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action to approve a Liquor License request by David Anthony Monohan (Agent) for a Series 12 (Restaurant - New License) for Irish Wolfhound Restaurant and Pub located at 16811 N. Litchfield Road, #102 - 104, Surprise, AZ 85374.

Motion:

I move to approve a Liquor License request by David Anthony Monohan (Agent) for a Series 12 (Restaurant - New License) for Irish Wolfhound Restaurant and Pub located at 16811 N. Litchfield Road, #102 - 104, Surprise, AZ. 85374.

Background:

This request follows the guidelines through the Arizona State Department of Liquor License and Control. All departmental reports are attached noting no concerns for this request.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. Fire Report 16811 N Litchfield IRISH WOLFHOUND Liquor License
2. Irish Wolfhound 2020 MAP
3. Irish Wolfhound 2020 REPORT
4. Police Report Irish Wolfhound Restaurant and Pub

5. Finance Dubliner West Inc dba Irish Wolfhound Restaurant and Pub_Memo to Clerk_20200916
 6. irish wolfhound report
-



Surprise Fire-Medical Department
14250 W. Statler Plaza Ste. 101
Surprise, AZ 85374-7479
Phone: 623-222-5000
Fax: 623-222-5001



September 8, 2020

To: Sherry Ann Aguilar, City Clerk

From: Keith Tanner

Subject: Liquor License Application

Applicant: Irish Wolfhound Restaurant and Pub
16811 N Litchfield Road, Suite 102
Surprise, AZ 85379

The Surprise Fire-Medical Department recently conducted a fire inspection at the above referenced location to ensure compliance with the applicable fire codes within the tenant space and building. There are no known fire code violations at this time.

Therefore fire has no comment on the application at this time.

If you have any questions feel free to contact me.

A handwritten signature in black ink that reads "Keith Tanner".

Keith Tanner, Fire Marshal
Surprise Fire and Medical Department

IRISH WOLFHOUND RESTAURANT AND PUB

PAD - KINGSWOOD
PARK / SUN VILLAGE

PAD - WEST POINT
TOWNE CENTER

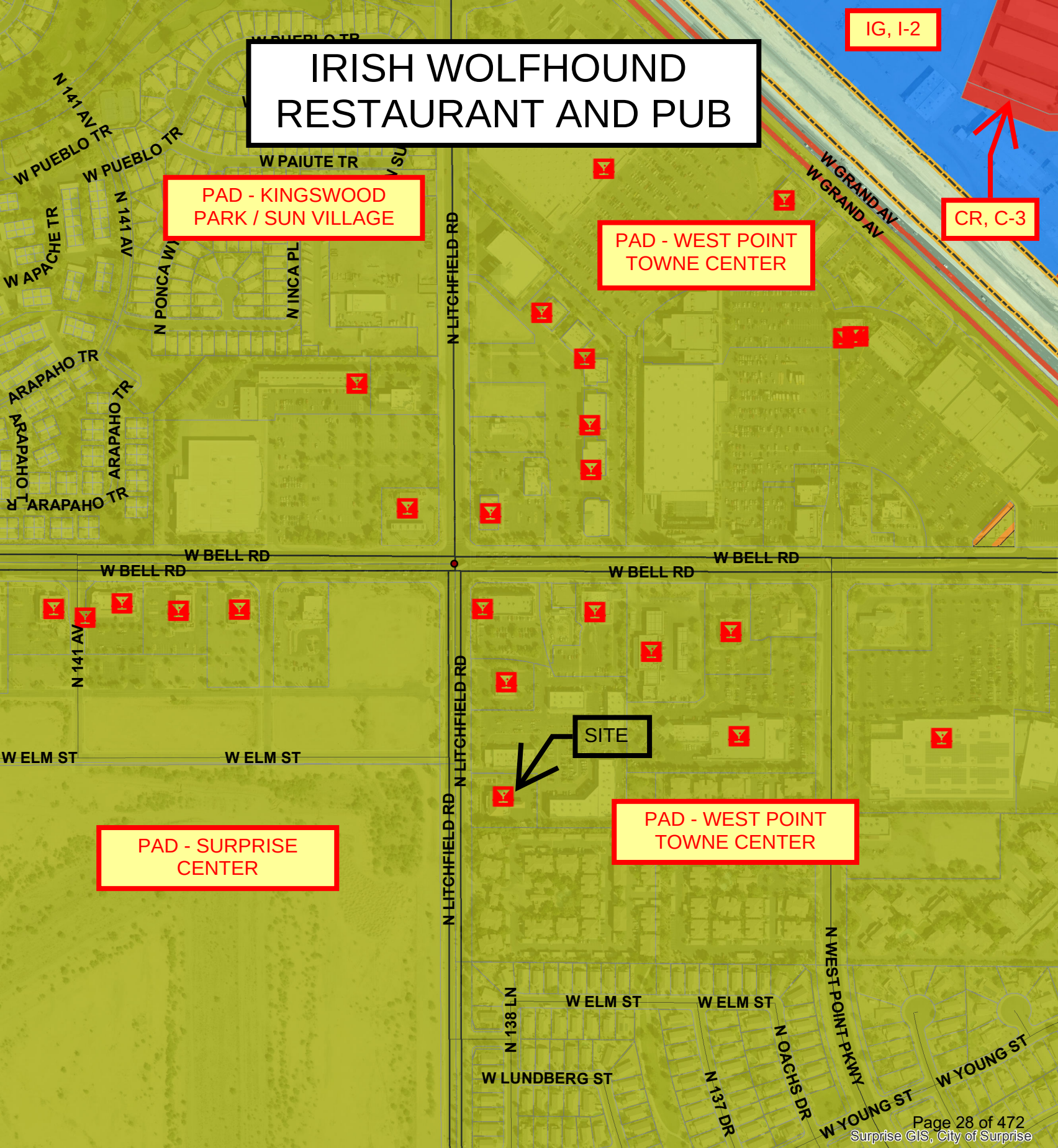
IG, I-2

CR, C-3

SITE

PAD - SURPRISE
CENTER

PAD - WEST POINT
TOWNE CENTER





COMMUNITY DEVELOPMENT DEPARTMENT

Date: September 15, 2020

To: Sherry Aguilar, City Clerk

From: Chris Boyd, Community Development Director

By: James Stewart, Zoning Specialist

Re: Liquor License Application for:
IRISH WOLFHOUND RESTAURANT AND PUB
Series12 - RESTAURANT – Job # 114630
16811 N. Litchfield Road, Suite 102 - 104, Surprise, Arizona 85379

The number and series of licenses in close proximity to the subject site are:

1. Wal-Mart Supercenter #2777 (Series 9) – 13770 W. Bell Rd.
2. Applebee's (Series 12) – 13756 W. Bell Rd.
3. Streets of New York #23 (Series 12) – 13736 W. Bell Rd.
4. Tom Yum (Series 12) – 13736 W. Bell Rd. #2
5. Fresh Wasabi Sushi & Grill (Series 12) – 13732 W. Bell Rd. #2 (Expired)
6. China Buffet #17119 (Series 12) – 17119 N. Litchfield Rd. #20
7. Uni Sushi & Steak (Series 12) – 17191 N. Litchfield Rd. Ste. 40
8. Tacos Calafia (Series 12) – 17239 N. Litchfield Rd. #68
9. Richi's Diner (Series 12) – 17221 N. Litchfield Rd. (Expired)
10. Buffalo Wild Wings (Series 12) – 13882 W. Bell Rd.
11. Target #1335 (Series 10) – 13731 W. Bell Rd.
12. Sprouts Farmers Market # 12 (Series 10) – 13759 W. Bell Rd.
13. Chili's Grill & Bar #1153 (Series 12) – 13765 W. Bell Rd.
14. Cobblestone Auto Spa & Market (Series 10) – 13811 W. Bell Rd.
15. State 48 Brewery (Series 3 & 12) – 13823 W. Bell Rd.
16. Rio Mirage Cafe (Series 12) – 13863 W. Bell Rd.
17. Chipotle Mexican Grill #0898 (Series 12) – 13869 W. Bell Rd. #107
18. Red Robin (Series 12) – 14015 W. Bell Rd.
19. Carrabba's Italian Grill (Series 12) – 14043 W. Bell Rd.
20. Frank-N-Steins (Series 12) – 14071 W. Bell Rd. (Expired)
21. Saigon Kitchen (Series 12) – 14071 W. Bell Rd. Ste. 101
22. Long Horn Steakhouse #5477 (Series 12) – 14127 W. Bell Rd.
23. New York Pizza Dept. (Series 12) – 13980 W. Bell Rd. (Expired)
24. Circle K Store #2741641 (Series 10) – 13908 W. Bell Rd.

The immediate area is composed of commercial establishments. The property is zoned PAD C-2 which is consistent with the proposed use.

Residential population will most likely remain static. Commercial growth will likely remain static.

If managed properly, the effects of granting this liquor license on surrounding residences will be minimal. This license will have little to no effect on parking in the area. Staff believes that granting this liquor license will not directly impact the surrounding business and residential areas in a negative way.

S U R P R I S E P O L I C E D E P A R T M E N T
L I Q U O R L I C E N S E A P P L I C A T I O N R E V I E W

REFERENCE:

DATE: September 14, 2020

JOB NUMBER - 114630
Series #12 – Restaurant License

APPLICANT:

Irish Wolfhound Restaurant & Pub

16811 N. Litchfield Rd. Ste. #102-104
Surprise, Arizona 85374

FINDINGS:

1) Evidence concerning the nature of the proposed business, its potential market and its likely customers.

Irish Wolfhound Restaurant & Pub is well-established in Surprise for over ten years, and currently has a series 6, bar license (06070135). They are looking to add a series 12, restaurant license to their existing series 6. The establishment serves food to patrons of all ages from Surprise and the surrounding areas, in addition to serving alcohol to person aged 21 and over. It will continue to have a separate bar area along with an outdoor patio. Normal occupancy inside bar has been reduced to 78 from 198 also due to Covid-19. There is periodic live music on site, but currently has been suspended due to Covid-19. There are also 15 televisions, two pool tables and two dart boards on site, but the pool tables and dart boards have also been labeled out of service.

2) Effect of vehicular traffic in close proximity.

There should not be any change to vehicular traffic if the series 12 license is approved. There remains to be adequate ingress/egress for are also dedicated turn lanes into the main parking lot of the shopping center where this establishment will be. Bell Road can also be used to access the establishment from eastbound traffic.

3) The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at least 20 days before the hearing.

Over the last five years, there have been a total of (1) burglary, (2) unwanted guest calls, (2) assaults, (5) disorderly conducts, (2) trespassing calls, (1) intoxicated subject, (2) thefts calls. There were also six mentions of Irish Wolfhound in DUI reports where suspects said they had been at the establishment prior to being stopped.

4) Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.

If the series 12 license is approved, Irish Wolfhound is scheduled to be open from 9 AM until 1 AM every day of the week, with the kitchen closing by midnight. Other businesses in the shopping center include a Chipotle fast food style Mexican food restaurant (Series

S U R P R I S E P O L I C E D E P A R T M E N T
L I Q U O R L I C E N S E A P P L I C A T I O N R E V I E W

12) which closes at 10 PM every day. Rio Mirage (Series 12) full service Mexican food restaurant nearby closes most nights at 8 PM and 9 PM on weekends. Nearby Oscar's Tacos, which is a smaller Mexican fast food restaurant closes by 9 PM every night. There is also a State 48 Restaurant and Brewery (Series 12) on the opposite side of the parking lot that closes on the weekends at midnight.

5) Appropriateness of series license requested.

A series 12 license is appropriate for the Irish Wolfhound Restaurant & Pub per state guidelines for restaurants.

Submitted by Officer Chris Tovar #2059



MEMO

Date: 9/9/2020

To: Sherry Aguilar, City Clerk
Linda Stevens, Deputy City Clerk
From: Stacie McQuarrie, Accounting Support Specialist

RE: Liquor License Application – Dubliner West Inc dba Irish Wolfhound Restaurant and Pub

Business License Status:

License/Account ID #1011310, current and valid for 2020.

202009

State of Arizona
Department of Liquor Licenses and Control

Created 08/26/2020 @ 10:36:20 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	IRISH WOLFHOUND RESTAURANT & PUB		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	16811 N LITCHFIELD ROAD #102-104 SURPRISE, AZ 85374 USA		
Mailing Address:	16811 N LITCHFIELD ROAD #102-104 SURPRISE, AZ 85374 USA		
Phone:	(623)214-1004		
Alt. Phone:	(602)326-8685		
Email:	AIMEE@IRISHWOLFHOUNDPUB.COM		

AGENT

Name:	DAVID ANTHONY MONAHAN
Gender:	Male
Correspondence Address:	16811 N LITCHFIELD ROAD #102-104 SURPRISE, AZ 85374 USA
Phone:	(602)326-8685
Alt. Phone:	
Email:	AIMEE@IRISHWOLFHOUNDPUB.COM

OWNER

Name: DUBLINER WEST INC
Contact Name: DAVID ANTHONY MONAHAN
Type: CORPORATION
AZ CC File Number: 14388692 State of Incorporation: AZ
Incorporation Date: 04/01/2008
Correspondence Address: 16811 N LITCHFIELD ROAD
#102-104
SURPRISE, AZ 85374
USA
Phone: (623)326-8685
Alt. Phone:
Email: AIMEE@IRISHWOLFHOUDPUB.COM

Officers / Stockholders

Name:	Title:	% Interest:
DAVID ANTHONY MONOHAN	Stockholder,Treas	27.20
DECLAN FINBAR FOX	Stockholder,VP	21.70
JOHN J O'CONNELL	Pres,Stockholder	21.70
RUSSELL EDWARD WESTERFIELD II	Director,Stockholder	18.50
HUGH O'MAHONY	Sec,Stockholder	10.90

DUBLINER WEST INC - Pres,Stockholder

Name: JOHN J O'CONNELL
Gender: Male
Correspondence Address: 16811 N LITCHFIELD ROAD
#102-104
SURPRISE, AZ 85374
USA
Phone: (602)332-9611
Alt. Phone:
Email: JOHNNYOCONNELL@HOTMAIL.COM

DUBLINER WEST INC - Director,Stockholder

Name: RUSSELL EDWARD WESTERFIELD II
Gender: Male
Correspondence Address: 16811 N LITCHFIELD ROAD
#102-104
SURPRISE, AZ 85374
USA
Phone: (602)369-8911
Alt. Phone:
Email: E.WESTERFIELD@YAHOO.COM

DUBLINER WEST INC - Sec,Stockholder

Name: HUGH O'MAHONY
Gender: Male
Correspondence Address: 16811 N LITCHFIELD ROAD
#102-104
SURPRISE, AZ 85374
USA
Phone: (480)522-9605
Alt. Phone:
Email: HOMAHONY1@HOTMAIL.COM

DUBLINER WEST INC - Stockholder,Treas

Name: DAVID ANTHONY MONOHAN
Gender: Male
Correspondence Address: 16811 N LITCHFIELD ROAD
#102-104
SURPRISE, AZ 85374
USA
Phone: (602)326-8685
Alt. Phone:
Email:

DUBLINER WEST INC - Stockholder,VP

Name: DECLAN FINBAR FOX
Gender: Male
Correspondence Address: 16811 N LITCHFIELD ROAD
#102-104
SURPRISE, AZ 85374
USA
Phone: (602)330-4788
Alt. Phone:
Email:

MANAGERS

Name: AIMEE CHRISTINE MONAHAN
Gender: Female
Correspondence Address: 16811 N LITCHFIELD ROAD
#102-104
SURPRISE, AZ 85374
USA
Phone: (623)326-8686
Alt. Phone:
Email: AIMEE@IRISHWOLFHOUDPUB.COM

APPLICATION INFORMATION

Application Number: 114630
Application Type: New Application
Created Date: ~~07/17/2020~~ 8/26/2020 AP

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No

- 2) Are you one of the following? Please indicate below.
 Property Tenant
 Subtenant
 Property Owner
 Property Purchaser
 Property Management Company
 Property Tenant
- 3) Is there a penalty if lease is not fulfilled?
 Yes
 What is the penalty?
 Personal Guarantor's of the balance of the lease.
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
 Yes
- 5) What is the total money borrowed for the business not including the lease?
 Please list each amount owed to lenders/individuals.
 PPP LOAN \$158,000.
- 6) Is there a drive through window on the premises?
 No
- 7) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
 Litchfield Rd to the West of the Patio
 Parking Lot to the North of the Patio
 Driveway to the South of the Patio
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
 No

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
MENU	Wolfhound menu .pdf	07/21/2020
DIAGRAM/FLOOR PLAN	wolfhound floor plan.pdf	07/21/2020
RESTAURANT OPERATION PLAN	wolfhound restaurant operation plan.docx	07/21/2020
DIAGRAM/FLOOR PLAN	wolfhound patio.pdf	07/21/2020
QUESTIONNAIRE	questionnaire.pdf	08/12/2020
RECORDS REQUIRED FOR AUDIT	Records.pdf	08/12/2020
	Title 4 training.pdf	08/14/2020
	updated questionnaire aimee monahan.pdf	08/14/2020
	Drink Menu.pdf	08/14/2020
	updated questionnaire john oconnell.pdf	08/18/2020
	updated questionnaire david monahan.pdf	08/18/2020
	updated questionnaire declan fox.pdf	08/18/2020
	statement of citizenship passport.pdf	08/18/2020
	updated questionnaire ed westerfield.pdf	08/18/2020
	restaurant operation plan form.pdf	08/18/2020
	updated diagram sqft.pdf	08/18/2020
	kitchen diagram.pdf	08/18/2020



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 6, 2020

Contact Person: Brenden Espie, ASSISTANT
FIRE CHIEF

Submitting Department: Fire - Medical

District: Citywide

Staff Recommendations: None

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of an intergovernmental agreement (IGA) between the City of Surprise and the Buckeye Valley Fire District for sharing fire-medical record software; Resolution # 2020-108.

Motion:

I move to approve Resolution #2020-108.

Background:

The Surprise Fire-Medical Department uses an efficient records management system (“RMS”) for documenting response to, and service delivered upon, fire-medical and ambulance calls. The Buckeye Valley Fire District desires to use the same system because of system design and because partnering with the City of Surprise will provide cost savings to the district, as compared to each establishing its own RMS with the vendor. Over and above the cost savings, the Surprise Fire-Medical Department and Buckeye Valley Fire District are members of the Automatic Aid System and due to this membership, may take calls and provide service within the other city’s jurisdiction.

Objective Analysis:

The IGAs will allow all partnering agencies (Surprise, El Mirage, Peoria & Buckeye Valley Fire District) to transfer charts and incident data between one another, which will provide the residents, as well as the agency’s employees and volunteers, the most up-to-date and comprehensive information possible. It will also enhance the region’s reporting capability for benchmarking and trending against each other. A recent example of this is the tracking of COVID-19 cases. Currently, each agency has to run their reports offline and share them with the region to be placed in a central database so benchmarking and trending can be performed. The RMS sharing created with these IGAs will create efficiencies with patient care and data collection, and streamline reporting. The Surprise Fire-Medical Department will retain their sole system administrator authority with the vendor.

Policy Compliant:

Both IGAs are compliant with city procurement and financial policies.

Financial Impact:

The City of Surprise will not be financially impacted by entering into this IGA. The City has budgeted

for, and has been paying for system administrator authority since it began using the RMS software in 2016. The IGAs provide the City of Surprise with authority to recoup a portion of the system administrator costs from the partners in future years. The Cities of El Mirage and Peoria and the Buckeye Valley Fire District are responsible to pay for all costs associated with transitioning into the Surprise RMS already established with the vendor. After that, the vendor will bill each city their proportionate share of the costs and maintenance associated with the RMS. Each city will be responsible for any hardware or equipment costs associated with their agency's use of the RMS.

Budget Impact:

If the Surprise Fire-Medical Department's system administrator costs decrease or increase in future years, the department will take those reductions into account in the annual budget planning process. Currently, this action does not have a budget impact.

FTE Impact:

There is no FTE impact.

ATTACHMENTS:

1. Buckeye Valley Surprise ImageTrend IGA Original IGA
 2. RESOLUTION 2020-108 Buckeye Valley Image Trend software (1)
 3. Buckeye Valley Executed Copy
-

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SURPRISE AND THE BUCKEYE
VALLEY FIRE DISTRICT FOR SHARING FIRE-MEDICAL
RECORD SOFTWARE**

This Intergovernmental Agreement (“Agreement”) is entered into this ____ day of _____, 2020 (“the “Effective Date”) by and between the City of Surprise, Arizona (“Surprise”) and the Buckeye Valley Fire District of Arizona (“Buckeye Valley”). Surprise and Buckeye Valley are herein each referred to as a “Party” and jointly referred to as “the Parties”.

Pursuant to Arizona Revised Statutes (“A.R.S.”) Title 11, Chapter 7, Article 3, the City of Surprise is authorized to enter into intergovernmental agreements with other governmental agencies, and the Mayor of the City or the City Manager is authorized and empowered by law to execute such agreements. Pursuant to Arizona Revised Statutes Title 48, Chapter 5, Article 1, Section 48-805, Buckeye Valley is authorized to enter into intergovernmental agreements with other governmental agencies and the Chairman of the Fire Board or the Fire Chief is authorized and empowered by law to execute such agreements.

AGREEMENT

1. Effective date/Duration. Agreement shall become effective upon the execution of at least three (3) originals by the parties hereto, and upon one (1) original being filed with the respective City Clerk and Fire Board Clerk. The initial term of this Agreement shall be from the effective date through midnight on June 30, 2021, and shall renew itself annually upon the first day of July of each year if Buckeye Valley does not provide Surprise with written notice, no later than May 30, of its intent to not continue.

2. Purpose and Intent. Surprise uses the Image Trend records management system (“RMS”) for documenting response to, and service delivered upon, fire-medical and ambulance calls. Buckeye Valley desires to use the same system because of system design and because partnering with Surprise will provide a significant cost savings as compared to establishing its own system inside the Image Trend environment. Over and above that, both of the Parties are members of the Automatic Aid System. That membership results in the Parties taking calls and providing services within the other Party’s jurisdiction on a regular basis,

knowing that the next call and provision of service to a particular location may be handled by the other Party. Therefore, to provide residents of both Buckeye Valley and Surprise, as well as the Parties' employees and volunteers, the most up-to-date and comprehensive information possible and as economically as possible, the Parties are entering into this Agreement with the intent of operating under the same system as separate agencies for the purposes of the RMS, subject to the provisions of this Agreement

3. Ownership of RMS Subscription. Surprise will continue to own and control the administrative software options for the RMS having sole system administrator authority.

4. Ownership of Data. The data in the system will be owned by the Party that enters the data into RMS. However, it is the intent of the Parties that this Agreement provide for the cooperative use of data entered into the RMS, subject to legal mandates and privacy restrictions.

5. Costs and Maintenance. Buckeye Valley will be responsible for all costs associated with Buckeye Valley's transition into the Surprise system inside the Image Trend environment. In the future, Image Trend will independently bill each Party that Party's share of the costs and maintenance associated with the RMS. Each Party shall be responsible for any hardware or equipment costs for that Party's usage of the RMS.

6. On-going Operations. Surprise shall pay for all personnel/system administrator costs associated with the Parties using the RMS for the first year. Thereafter, the Parties shall agree as to the amount, if any, of Buckeye Valley's contribution to those personnel costs and whether such contribution takes the form of a monetary reimbursement or the provision of personnel, or a combination of both. Optimally such agreement will occur in time for both Parties to include such contribution within their respective budgets for the following fiscal year, if necessary.

7. Termination. Either party, upon thirty days' notice of a material default in performance to the other, and failure of the defaulting party to remedy such default within the thirty days' notice period, may terminate this contract without further obligation or penalty.

8. Hold Harmless and Indemnification. Each Party agrees that it will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that party to the extent arising from any negligent, reckless, or intentional act or omission by any of that party's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.

8.1 Each Party (an "Indemnitor") shall indemnify, hold harmless, and defend the other party (the "Indemnified Parties") against all

claims and lawsuits resulting from any claim, demand, cost, or judgment made against the Indemnified Party to the extent arising from any negligent, reckless, or intentional act or omission by any of the Indemnitor's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.

8.2 In the event of any lawsuit that names the Parties as a defendant ("Defendant Party" or "Defendant Parties") the Defendant Parties shall seek to secure an allocation of comparative negligence among themselves where appropriate and each Defendant Party shall provide contribution to each other Defendant Party to the extent of the comparative allocation.

8.3 The Parties further agree that they are not joint employers for the purpose of workers compensation coverage and that any Party's employee assigned by a Party to do work under this agreement shall remain an employee of such Party.

9. **Insurance.** Each party, at its cost, shall maintain comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence, insuring against all liability of said party and its authorized representatives. Said insurance shall include broad form contractual liability covering, without limitation, the liability assumed under the indemnification provisions of this Agreement. If the policy is to be written with an annual aggregate limit, that limit shall be not less than \$2,000,000. Comprehensive general liability shall name the other party to this Agreement as an additional insured. All insurance policies shall provide that the policies cannot be cancelled, not renewed, nor limited in scope of coverage or limits until and unless thirty (30) calendar days prior notice is given to the other party. The parties' obligations with respect to the insurance specified in this Section may be satisfied by the existence of a self-insurance program containing the same coverage and elements specified herein with respect to third party insurance.

9.1 The Parties shall be fully responsible for any workers' compensation claims made by an individual determined to be an employee of that Party and assigned by the particular Party.

10. **Immigration.** A.R.S. § 41-4401 – The parties understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA). Each party agrees to comply with the IRCA in performing under this Agreement and to permit inspection of its personnel records to verify such compliance.

11. **Notices.** Any notice provided for in this Agreement shall be in writing and delivered in person, or sent by registered or certified mail, postage prepaid, to:

If to Buckeye Valley:
Fire Chief
Buckeye Valley Fire District
6213 S. Miller Road
Buckeye, AZ 85326

If to Surprise:
City Manager
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

or such other addresses as each party may notify one another in writing.

12. **Governing Law.** The terms, conditions, and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

13. **Authority and Responsibility.** This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein.

14. **Assignment.** Neither Party will assign this Agreement or the rights and privileges herein, in whole or in part.

15. **No Third Party Beneficiaries.** Nothing in the provisions of this Agreement is intended to create duties or obligations to, or rights in, third parties not parties to this Agreement.

16. **Counterparts.** This Agreement may be executed in any number of separate counterparts, each of which when executed and delivered shall be deemed an original, and all such counterparts shall together constitute one original Agreement. All signatures need not be on the same counterpart.

17. **Conflicts of Interest.** The parties hereto acknowledge that this agreement is subject to cancellation pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

18. **Termination or Non-Renewal.** If this Agreement ends due to non-renewal pursuant to either Section 1 (Effective Date/Duration) or ends due to termination pursuant to Section 7 (Termination), the Parties agree to meet and take such actions

as are necessary when Buckeye Valley withdraws from RMS. Such withdrawal will minimally provide for the legal and privacy protections necessary for the data in the RMS system which is impacted by such withdrawal. In that event, each Party shall be responsible for any data extraction costs generated by such action and neither Party shall be responsible to the other Party for any cost associated with data extraction for the other Party's data.

[End of Agreement. Signature pages follow.]

IN WITNESS WHEREOF, THE Parties hereby subscribe their names this ____ day of _____, 2020.

City of Surprise

By: _____
Michael Frazier
City Manager

Date: _____

Attest: _____
Sherry Ann Aguilar, City Clerk

This Agreement is in proper legal form and is within the powers and authority granted under the laws of this state to those parties represented by the undersigned legal counsel.

Robert Wingo
Surprise City Attorney

Buckeye Valley Fire District

By: _____
*
Fire Board Chairperson

Date: _____

Attest: _____
*, Fire Board Clerk

This Agreement is in proper legal form and is within the powers and authority granted under the laws of this state to those parties represented by the undersigned legal counsel.

*

Buckeye Valley Fire District Attorney

RESOLUTION # 2020-108

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH BUCKEYE VALLEY FIRE DISTRICT FOR ACCESS TO THE IMAGE TREND REPORTING SOFTWARE.

WHEREAS, pursuant to Arizona Revised Statute §11-951, *et seq.*, the City of Surprise has the authority to enter into intergovernmental agreements with other governmental entities for the purposes set forth within;

WHEREAS, the parties desire to enter into an intergovernmental agreement in order to document response and service delivery to fire and medical calls using a cost effective and well-designed software system; and

WHEREAS, the software will facilitate the exchange of call information when responding to calls for service in jointly served areas.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. The Intergovernmental Agreement between the City of Surprise and the Buckeye Valley Fire District, attached as Exhibit A, is approved.

Section 2. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

APPROVED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND BUCKEYE VALLEY FIRE DISTRICT

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SURPRISE AND THE BUCKEYE
VALLEY FIRE DISTRICT FOR SHARING FIRE-MEDICAL
RECORD SOFTWARE**

This Intergovernmental Agreement ("Agreement") is entered into this 25th day of August, 2020 ("the "Effective Date") by and between the City of Surprise, Arizona ("Surprise") and the Buckeye Valley Fire District of Arizona ("Buckeye Valley"). Surprise and Buckeye Valley are herein each referred to as a "Party" and jointly referred to as "the Parties".

Pursuant to Arizona Revised Statutes ("A.R.S.") Title 11, Chapter 7, Article 3, the City of Surprise is authorized to enter into intergovernmental agreements with other governmental agencies, and the Mayor of the City or the City Manager is authorized and empowered by law to execute such agreements. Pursuant to Arizona Revised Statutes Title 48, Chapter 5, Article 1, Section 48-805, Buckeye Valley is authorized to enter into intergovernmental agreements with other governmental agencies and the Chairman of the Fire Board or the Fire Chief is authorized and empowered by law to execute such agreements.

AGREEMENT

1. **Effective date/Duration.** Agreement shall become effective upon the execution of at least three (3) originals by the parties hereto, and upon one (1) original being filed with the respective City Clerk and Fire Board Clerk. The initial term of this Agreement shall be from the effective date through midnight on June 30, 2021, and shall renew itself annually upon the first day of July of each year if Buckeye Valley does not provide Surprise with written notice, no later than May 30, of its intent to not continue.
2. **Purpose and Intent.** Surprise uses the Image Trend records management system ("RMS") for documenting response to, and service delivered upon, fire-medical and ambulance calls. Buckeye Valley desires to use the same system because of system design and because partnering with Surprise will provide a significant cost savings as compared to establishing its own system inside the Image Trend environment. Over and above that, both of the Parties are members

of the Automatic Aid System. That membership results in the Parties taking calls and providing services within the other Party's jurisdiction on a regular basis, knowing that the next call and provision of service to a particular location may be handled by the other Party. Therefore, to provide residents of both Buckeye Valley and Surprise, as well as the Parties' employees and volunteers, the most up-to-date and comprehensive information possible and as economically as possible, the Parties are entering into this Agreement with the intent of operating under the same system as separate agencies for the purposes of the RMS, subject to the provisions of this Agreement

3. Ownership of RMS Subscription. Surprise will continue to own and control the administrative software options for the RMS having sole system administrator authority.

4. Ownership of Data. The data in the system will be owned by the Party that enters the data into RMS. However, it is the intent of the Parties that this Agreement provide for the cooperative use of data entered into the RMS, subject to legal mandates and privacy restrictions.

5. Costs and Maintenance. Buckeye Valley will be responsible for all costs associated with Buckeye Valley's transition into the Surprise system inside the Image Trend environment. In the future, Image Trend will independently bill each Party that Party's share of the costs and maintenance associated with the RMS. Each Party shall be responsible for any hardware or equipment costs for that Party's usage of the RMS.

6. On-going Operations. Surprise shall pay for all personnel/system administrator costs associated with the Parties using the RMS for the first year. Thereafter, the Parties shall agree as to the amount, if any, of Buckeye Valley's contribution to those personnel costs and whether such contribution takes the form of a monetary reimbursement or the provision of personnel, or a combination of both. Optimally such agreement will occur in time for both Parties to include such contribution within their respective budgets for the following fiscal year, if necessary.

7. Termination. Either party, upon thirty days' notice of a material default in performance to the other, and failure of the defaulting party to remedy such default within the thirty days' notice period, may terminate this contract without further obligation or penalty.

8. Hold Harmless and Indemnification. Each Party agrees that it will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that party to the extent arising from any negligent, reckless, or intentional act or omission by any of that party's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.

- 8.1 Each Party (an "Indemnitor") shall indemnify, hold harmless, and defend the other party (the "Indemnified Parties") against all claims and lawsuits resulting from any claim, demand, cost, or judgment made against the Indemnified Party to the extent arising from any negligent, reckless, or intentional act or omission by any of the Indemnitor's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.
- 8.2 In the event of any lawsuit that names the Parties as a defendant ("Defendant Party" or "Defendant Parties") the Defendant Parties shall seek to secure an allocation of comparative negligence among themselves where appropriate and each Defendant Party shall provide contribution to each other Defendant Party to the extent of the comparative allocation.
- 8.3 The Parties further agree that they are not joint employers for the purpose of workers compensation coverage and that any Party's employee assigned by a Party to do work under this agreement shall remain an employee of such Party.
9. **Insurance.** Each party, at its cost, shall maintain comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence, insuring against all liability of said party and its authorized representatives. Said insurance shall include broad form contractual liability covering, without limitation, the liability assumed under the indemnification provisions of this Agreement. If the policy is to be written with an annual aggregate limit, that limit shall be not less than \$2,000,000. Comprehensive general liability shall name the other party to this Agreement as an additional insured. All insurance policies shall provide that the policies cannot be cancelled, not renewed, nor limited in scope of coverage or limits until and unless thirty (30) calendar days prior notice is given to the other party. The parties' obligations with respect to the insurance specified in this Section may be satisfied by the existence of a self-insurance program containing the same coverage and elements specified herein with respect to third party insurance.

- 9.1 The Parties shall be fully responsible for any workers' compensation claims made by an individual determined to be an employee of that Party and assigned by the particular Party.

10. **Immigration.** A.R.S. § 41-4401 – The parties understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA). Each party agrees to comply with the IRCA in performing under this Agreement and to permit inspection of its personnel records to verify such compliance.

11. **Notices.** Any notice provided for in this Agreement shall be in writing and delivered in person, or sent by registered or certified mail, postage prepaid, to:

If to Buckeye Valley:
Fire Chief
Buckeye Valley Fire District
6213 S. Miller Road
Buckeye, AZ 85326

If to Surprise:
City Manager
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

or such other addresses as each party may notify one another in writing.

12. **Governing Law.** The terms, conditions, and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

13. **Authority and Responsibility.** This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein.

14. **Assignment.** Neither Party will assign this Agreement or the rights and privileges herein, in whole or in part.

15. **No Third Party Beneficiaries.** Nothing in the provisions of this Agreement is intended to create duties or obligations to, or rights in, third parties not parties to this Agreement.

16. **Counterparts.** This Agreement may be executed in any number of separate counterparts, each of which when executed and delivered shall be deemed an original, and all such counterparts shall together constitute one original Agreement. All signatures need not be on the same counterpart.

17. **Conflicts of Interest.** The parties hereto acknowledge that this agreement is subject to cancellation pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

18. **Termination or Non-Renewal.** If this Agreement ends due to non-renewal pursuant to either Section 1 (Effective Date/Duration) or ends due to termination pursuant to Section 7 (Termination), the Parties agree to meet and take such actions

as are necessary when Buckeye Valley withdraws from RMS. Such withdrawal will minimally provide for the legal and privacy protections necessary for the data in the RMS system which is impacted by such withdrawal. In that event, each Party shall be responsible for any data extraction costs generated by such action and neither Party shall be responsible to the other Party for any cost associated with data extraction for the other Party's data.

[End of Agreement. Signature pages follow.]

IN WITNESS WHEREOF, THE Parties hereby subscribe their names this ____
day of _____, 2020.

City of Surprise

By: _____
Michael Frazier
City Manager

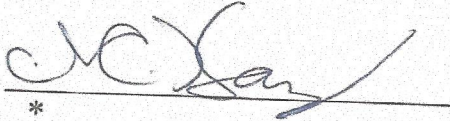
Date: _____

Attest: _____
Sherry Ann Aguilar, City Clerk

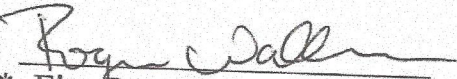
This Agreement is in proper legal form and is within the powers and authority granted under the laws of this state to those parties represented by the undersigned legal counsel.

Robert Wingo
Surprise City Attorney

Buckeye Valley Fire District

By: 
*
Fire Board Chairperson

Date: 8-25-2020

Attest: 
*, Fire Board Clerk

This Agreement is in proper legal form and is within the powers and authority granted under the laws of this state to those parties represented by the undersigned legal counsel.

DocuSigned by:
Barry M. Lylstock
5E4BB9CD9C249448
*

Buckeye Valley Fire District Attorney



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 6, 2020
Submitting Department: Water Resource Management
Staff Recommendations: None

Contact Person: Michael Boule, ASST
DIRECTOR-UTILITY OPERATION
District: Citywide

Consent: Yes	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and action pertaining to acceptance of a grant from the Arizona State Department of Forestry and Fire Management (G71011), acceptance of proposed amendment to the terms of existing Arizona Department of Water Resources Water Management Assistance Program grant (G71010) and approval of an amendment to the Fiscal Year 2021 Budget by reallocating appropriations of \$15,000 from Project G71010 to Project G71011, to account for the match required by accepting the Arizona Department of Forestry and Fire Management Community Challenge Grant (G71011) in the amount of \$15,000; Resolution #2020-125.

Motion:

I move to Approve Resolution 2020-125.

Background:

On September 5, 2019, Surprise City Council approved a budget resolution (#2019-104) for the Acceptance of a grant and reallocating appropriations from water operations and grant contingency to Project G71010 ADWR Xeriscape Garden, authorizing the WRM department to design and construct a Xeriscape Demonstration Garden on the City's Civic Center Campus. The project was awarded a second grant from the Arizona Department of Forestry and Fire Management in December, 2019 for an additional \$15,000 of grant funds. The events surrounding COVID-19 have resulted in delays to the project timeline, and an amendment to the existing ADWR Xeriscape Garden grant is required in order to reflect the updated construction timeline. The amendment will not result in a reduction of grant funds. As a result, and following the progress of design development for the project, the Water Resource Management is seeking to provide an update on the progress of the project and introduce a budget amendment for consideration for City Council approval.

Objective Analysis:

The Water Resource Management Department intends to leverage the Xeriscape Demonstration Garden as a key educational component of the Department's Water Conservation Policy and Plan. A construction target budget was prepared by Willmeng Construction, Inc. in July, 2020, as part of their preconstruction services agreement with the City.

Policy Compliant:

This action is consistent with the City's Budget Amendment Policies and Procedures adopted in May, 2020, and with the City's External Grant Policy and Application Procedure, adopted in April, 2017.

Financial Impact:

If approved, this item will result in a \$15,000 increase in one-time expenses for local match related to project G71011 FY20 Forestry Community Challenge Grant and a \$15,000 decrease in one-time expenses for project G71010 ADWR Xeriscape Garden Grant.

Budget Impact:

If approved, this item will amend the FY2021 adopted budget by moving Water Capital Fund appropriations in the amount of \$15,000 from within grant project G71010 ADWR Xeriscape Garden to G71011 FY20 Forestry Community Challenge Grant. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

There are no FTE's associated with this item

ATTACHMENTS:

1. Res 2020-125 Project Xeriscape Garden-final
 2. CCG 19-107 Grant Agreement Compiled_Revised July 2020
 3. ADWR 2020_XeriscapeAmendment
-

RESOLUTION # 2020-125

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE FOR THE ACCEPTANCE OF A GRANT FROM THE ARIZONA STATE DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT, AN AMENDMENT TO THE FISCAL YEAR 2021 BUDGET, AND AN AMENDMENT TO THE TERM OF AN EXISTING ARIZONA DEPARTMENT OF WATER RESOURCES GRANT.

WHEREAS, on September 5, 2019, Council accepted a grant from the Arizona Department of Water Resources ("ADWR") for the Xeriscape Demonstration project (G71010);

WHEREAS, after the award and the City Council's acceptance of the grant from ADWR, the anticipated term and scope of the project, as well as the delivery schedule, was changed;

WHEREAS, the term associated with the ADWR grant needs to be amended and extended to correlate to the new project delivery schedule;

WHEREAS, in December 2019, the City, through its Water Resource Management Department ("WRM"), was awarded a grant from the Arizona Department of Forestry and Fire Management;

WHEREAS, this grant has not yet been accepted by the City Council;

WHEREAS, all new grants and grant amendments must be accepted by Council;

WHEREAS, the grant from ADWR and the grant from AZ Dept. of Forestry and Fire Management may be combined and used for the same purpose, namely the City's funding of a CIP Project for the creation of a public Xeriscape Garden;

WHEREAS, WRM now wishes to accept the grant from the Arizona Department of Forestry and Fire Management and amend the existing grant with the Arizona Department of Water Resources;

WHEREAS, the FY2021 budget was adopted including partial funding for project G71011 FY20 Forestry Community Challenge Grant;

WHEREAS, the FY2021 budget was adopted by Council Resolution #2020-63 on June 2, 2020;

WHEREAS, this action will necessitate a budget amendment to establish matching funds for the Arizona Department of Forestry and Fire Management, Community Challenge Grant through the reallocation of appropriation; and

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. That the City of Surprise accepts a \$15,000 grant from the Department of Forestry and Fire Management.

Section 2. That the City of Surprise accepts to extend the terms of contract 2019-30761IGA with the State of Arizona Department of Water Resources from December 31, 2020 to December 31, 2021.

Section 3. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2020 through June 30, 2021.

APPROVED AND ADOPTED this ____ day of _____, 2020.

Attest:

Skip Hall, Mayor

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2020-125
Exhibit A

1. Appropriation - The allocation below represents a reallocation of appropriation in the amount of \$15,000 from capital project G71010 - ADWR Xeriscape Garden to capital project G71011- Forestry Community Challenge. The City applied for and received notice of grant award in the amount of \$15,000 from the Arizona Department of Forestry and Fire Management. The department is requesting a budget amendment to accept the grant award and reallocate appropriations within the Water Utility Capital Fund to establish the grant match. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Water Utility Capital	Water Resource Management	#G71010 ADWR Xeriscape Garden	E	351,000	(15,000)	336,000
Water Utility Capital	Water Resource Management	#G71011 FY20 Forestry Community Challenge Grant	E	15,000	15,000	30,000

Arizona Department of Forestry and Fire Management
Grant Agreement No. CCG 19-107
Community Challenge Grant Program

This grant agreement (“Agreement”) is entered into by and between the (“Grantee”) Arizona Department of Forestry and Fire Management (“State Forestry” or “State”) and (“Sub-grantee”), **City of Surprise (DUNS #02-164-8936)**, pursuant to the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended; Food, Agriculture, Conservation, and Trade Act of 1990, as amended, Public Law 101-624.

I. PURPOSE OF AGREEMENT

State Forestry is a primary recipient of grant funds provided by the USDA Forest Service to assist in the advancement of forest resources management; forest insect and disease management, urban and community forestry, development and transfer of new and improved fire control technologies, organization of shared fire suppression resources, forestry resources planning, conservation of forest land, and achievement of a number of other goals for the use and protection of forest lands. This agreement is a sub-award of those federal grant funds authorized under Arizona Revised Statute 37-1302.

Subaward of Federal Award # **19DG-11031600-061**, dated **9/1/2019**

The Catalog of Federal Domestic Assistance (CDFA) Number is **10.664, Cooperative Forestry Assistance**, U.S. Department of Agriculture, Forest Service.

II. SCOPE OF WORK

Compensation is contingent upon Sub-grantee fulfilling the Scope of Work and project commitments as identified in the Grant Application (Attachment A) and as amended by the approved Detailed Project Plan (Attachment B).

III. PROGRAMATIC CHANGES

Sub-grantee shall obtain prior approval for any changes to the scope of objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.

IV. TERM OF AGREEMENT

This Agreement shall be effective immediately upon signature by all parties and will terminate on **December 31, 2021** unless otherwise terminated or modified pursuant to the terms herein.

V. COMPENSATION AND MATCHING INVESTMENT

Grant funds may be utilized for up to **50%** of the total cost of this program.

A contribution by the Sub-grantee for an additional **Cost Share Match of 50%** of the total cost of the program is required (including contributions of third parties). Support documentation outlining project costs including cost share match is required. Compensation under this agreement shall be on a reimbursement basis, shall not exceed the total eligible costs of the project, and total compensation (federal portion) **shall not exceed \$15,000.00**

Only costs for those project activities approved in (1) the initial award, or (2) approved modifications thereto, are allowable. All payments are contingent upon the availability of funds and reimbursement by the United States Department of Agriculture, Forest Service.

Reimbursement payments will be made to the Sub-grantee normally within ninety days after receipt of the reimbursement request and required documentation.

VI. ELIGIBLE COSTS

Eligible costs must be incurred during the Term of the Agreement, conform with the General Provisions of this Grant Agreement (Attachment C) and all other provisions identified herein, and be submitted to State Forestry along with detailed supporting documentation. This is a reimbursable grant program. Support documentation must show dates and amounts of all expenses (See Attachment D).

Purchase of Capital Equipment (equipment costing more than \$5,000 per unit price) is **NOT allowed** under this agreement.

This is an award of Federal financial assistance and is subject to the Office of Management and Budget (OMB) guidance in Subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. All Federal and Sub-grantee matching/cost-share contributions are subject to applicable guidance. All project expenditures are subject to the Single Audit act of 1984 and payments shall adhere to the Federal Cash Management Improvement Act (CMIA).

VII. ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It shall be the responsibility of the Sub-grantee to establish and document both accounting and administrative control procedures for their organization. Such procedures shall be followed to ensure grant funds are being tracked and spent in accordance with all applicable laws and within the terms of the grant agreement/award. Sub-grantee accepts full liability for resources administered through the grant.

VIII. AUDIT REQUIREMENTS

SINGLE AUDIT ACT OF 1984: All project expenditures are subject to the Single Audit act of 1984 and all relevant Office of Management and Budget (OMB) guidance including 2 CFR 200, Subpart F. Sub-grantees are subject to audit if their share of federal financial assistance is \$750,000 or more for a single fiscal year. Federal financial assistance includes reimbursements under this award and all other financial assistance originating from any agency of the federal government during the Sub-grantee's fiscal year. Sub-grantee will be required annually to report compliance with this requirement.

ARS 35-181.03. Sub-grantee must also comply with applicable ARS 35-181.03 provisions for financial and compliance audits.

In the event that an audit determines that unallowable costs have been charged to the grant and funds have been disbursed to the Sub-grantee, then the Sub-grantee accepts full liability and must pay back all costs incurred and deemed unallowable. Any audit involving a Federally-funded grant shall provide a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt from auditor or nine months from the close of the sub-grantee's fiscal year, whichever is earlier.

IX. PROCUREMENT REQUIREMENTS

All procurement activities shall be in compliance with State, Federal, and local laws including Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, Subpart D as adopted and supplemented by the USDA in 2 CFR Part 400. All Sub-grantees are responsible for developing, documenting, and adhering to their own established procurement processes that include both administrative and accounting controls.

X. REPORTING REQUIREMENTS

Sub-grantee shall monitor the performance of the grant activities to ensure that performance goals are being achieved. Sub-grantee shall provide detailed grant/project accomplishments in quarterly reports to State Forestry no later than 30 days after the end of each calendar quarter, or as requested by State Forestry. Performance reports shall follow the format identified in Attachment E or as may be revised by State Forestry. Reports will contain information on the following: (1) A comparison of actual accomplishments to the goals established for the period and for the entire program or project, (2) Output of the project that can be readily expressed in numbers, such as acres of forest treatment, number of citizens served, or other similar activities. A computation of cost per unit of output may be required where applicable, (3) Reason(s) for delay if established goals were not met. (4) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Financial/Reimbursement requests may be submitted quarterly or more often if necessary. Reimbursement requests shall follow the format as identified in Attachment E or as may be revised by State Forestry.

Financial/Reimbursement requests may be held for processing until quarterly accomplishment/performance reports are current.

A final accomplishment report and all financial/reimbursement requests and required documentation shall be provided at completion of the grant project, but no later than 30 days after end of grant term.

GIS (Geographic Information System) polygon data is required prior to project start date and at the time of final accomplishment report submission. Data files (Shapefile, File Geodatabase, or KML polygons) created using GIS applications, must be submitted showing treatment/project area(s) and their name(s) or parcel number(s).

All accomplishment and financial reports shall be submitted to the State Forestry contact as identified below in Section XII (NOTICES)

Sub-grantee shall immediately notify State Forestry of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

XI. PRINCIPAL CONTACTS.

NOTE: Principal contact should be one contact person responsible for overseeing all elements of the grant project including but not limited to accounting, administrative and field portions of the project.

Each party certifies that the individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Sub-grantee Fiscal Contact:

Lisa Alexander, Accounting Principal
16000 N. Civic Center Plaza
Surprise, AZ 85374-7470
623-222-1847
lisa.alexander@surpriseaz.gov

Principal Sub-grantee Programmatic Contact:

Amy Peterson, Water Conservation Specialist
16000 N. Civic Center Plaza
Surprise, AZ 85374-7470
623-222-7033
amy.peterson@surpriseaz.gov

Principal Arizona State Forestry Contact:

Jon Orona, Urban Forestry Specialist
1110 West Washington, Suite 100
Phoenix, AZ 85007
602-771-1407
jorona@dffm.az.gov

XII. NOTICES

Any and all reports, notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below:

<u>STATE FORESTRY</u>	<u>SUB-GRANTEE</u>
Cori Dolan Program Manager – UCF FH Arizona Department of Forestry and Fire Management 1110 West Washington, Suite 100 Phoenix, AZ 85007 cdolan@dffm.az.gov	Michael Frazier City Manager City of Surprise 16000 N. Civic Center Plaza Surprise, AZ 85374-7470 michael.frazier@surpriseaz.gov

XIII. AWARD CLOSEOUT

Sub-grantee shall close out the grant within 30 days after expiration or notice of termination. If this award is closed out without audit, Arizona State Forestry and the U.S. Forest Service reserve the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

XIV. AUTHORITY

Sub-grantee shall have the legal authority to enter into this agreement, and shall have the institutional, managerial, and financial capability to ensure proper planning, management, accounting and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

XV. ATTACHMENTS

The following Attachments are part of this Agreement:

- A.** Project Application
- B.** Detailed Project Plan
- C.** General Provisions
- D.** Documentation of Expenses
- E.** Quarterly Report and Invoice Format

Additional Certifications (require separate signatures):

- AD1048** - USDA Form AD-1048 Debarment Certification
- Lobbying** - USDA Lobbying Certification

XVI. IN WITNESS WHEREOF, the parties agree to execute this agreement as of the last date written below.

<u>STATE FORESTRY</u> Arizona Department of Forestry and Fire Management. 1110 West Washington, Suite 100 Phoenix, AZ 85007	<u>ACCEPTED BY SUB-GRANTEE</u> City of Surprise 16000 N. Civic Center Plaza Surprise, AZ 85374-7470
--	---

Signature

Arizona State Forester

Date: _____

Signature

Print or Type Name

Date: _____

Date: _____

ATTACHMENT A

Project Application (Cover Sheet)

Applications: City of Surprise Xeriscape Demonstration Garden

Profile

amy.peterson@surpriseaz.gov

1. Application/Project Title

City of Surprise Xeriscape Demonstration Garden

2. Org Name

City of Surprise Water Resource Management Department

3. Program/Project Congressional District (check all that apply)

8

4. Program/Project Legislative District (check all that apply)

22

5. Tree City USA

No

6. Project Need & Justification

The purpose of this project is to demonstrate proper Xeriscape principles for residents and commercial properties in the Phoenix Active Management Area (AMA), as well as showcase innovative water conservation techniques such as commercial cooling structure condensate capture. Surprise Water Resource Management Department will host water efficiency classes in the garden, along with other events.

The City of Surprise is requesting a \$20,000 Community Challenge Grant in order to complete this project.

The Xeriscape demonstration garden will function to educate residential, HOA, and commercial property owners and managers on water-efficient landscape installation and maintenance, including drip irrigation, proper pruning and lawn care, and rainwater harvesting. This will be done through tours, classes, and signage, and by creating a community space that transforms a public space into an educational opportunity. Additionally, we anticipate that Master Gardeners will use the space to teach classes and host meetings and diagnostic clinics.

Conservation & community benefits:

- Passive rainwater harvesting techniques
- Green infrastructure for stormwater mitigation
- Educating the public (community leaders, schools, civic groups, etc.) about the benefits of trees and reducing the heat-island effect
- Respite space to include seating, mobile device charging stations, Wi-Fi
- Event space for West Valley Arts Council, the City, farmer's markets, festivals, school and scout troop tours, water conservation workshops, Master Gardener meetings, Ottawa University classes, etc.

The following additional innovations will differentiate the City of Surprise's Xeriscape demonstration garden from other examples in the Phoenix AMA:

- Irrigation with reclaimed cooling tower condensate water
- On-site mini-estate to demonstrate a residential setting for irrigation efficiency training, passive rainwater harvesting, and proper plant selection and placement
- Irrigation station for troubleshooting and repair
- Permeable surfaces in associated parking lot
- Water conservation and Master Gardener office hours
- Volunteer opportunities for Master Gardeners and Ottawa University Students

There are other Xeriscape demonstration gardens in the Phoenix-Metropolitan area, however, none are currently implementing the all of the diverse water conservation techniques for residential, homeowner associations, or commercial settings that the City plans to implement.

7. Scope of Work

The City of Surprise received a \$200,000 grant from the Arizona Department of Water Resources to help fund this project (to be disbursed in phases, following specific deliverables). The City plans to approach the community in search of partnership opportunities to help offset construction and installation costs. At present, no partners have contributed funds, however, there are a few interested parties. Additionally, the City will contribute approximately \$165,000 over the next two years as a monetary contribution, and will donate 500 hours that translates to \$20,000 for in-kind labor.

If awarded, these grant funds will serve to install a functional court/event space, as well as an innovative, tree-shaded parking lot with demonstrated stormwater mitigation, to include such items as permeable pavers. Additional grant funds, not to exceed 20% of the award, will be applied to low-water-use, desert-adapted trees and plants.

8. Project Goals and Objectives

The City of Surprise has a goal to reach safe yield to protect groundwater resources. Studies have shown that up to 70% of residential water use in the Phoenix-Metropolitan-area occurs outdoors. Helping and encouraging residents and businesses properly select, plant, and maintain desert-adapted, native, and other drought-tolerant plants, to incorporate active and passive rainwater harvesting, and Low Impact Development techniques will help the City of Surprise reach safe yield.

9. Project Timeline

Construction of the project will likely begin in April 2020 and be completed no later than December 31, 2020. Milestones associated with the project are:

- Design phase: January, 2020
- Grading & earthworks construction: April, 2020
- Irrigation & hardscape installation: July, 2020
- Planting: August, 2020
- Ribbon cutting: November, 2020

10. Collaborative Elements

The project will benefit multiple water uses (there are eleven water providers in the City of Surprise planning areas) along with Ottawa University (OUAZ) professors, students, and staff, the general public (Surprise residents and many visitors to local and national special events held near garden, and the Chamber of Commerce. Additionally, Arts HQ and Master Gardener events will take place in the garden. The location will help bring awareness of the Xeriscape demonstration garden's existence, even if peoples' visits were not intentionally to visit the garden.

- a. Community space and events to help create a sense of place
- b. May invite Watershed Management Group to help create rainwater harvesting onsite and to provide Green Co-op Workshop (like Glendale Public Library, City of Mesa)
- c. Create the design of the rain gardens, bring people to do the work
- d. Master Gardeners to help choose plant types and planting locations
- e. Arts HQ

11. Outcomes, Results, and Evaluation

The Xeriscape demonstration garden will influence many people and groups, such as guided and self-guided tours, water-efficiency classes, farmer's markets, special events, university students, and City Hall employees for respite, etc. We estimate that 1,000 people would visit or be in close proximity to the Xeriscape demonstration garden each month. The Xeriscape demonstration garden will also function to educate people on proper water-efficient landscape installation and maintenance, including drip irrigation, proper lawn care, and rainwater harvesting through tours, classes, and signage, and through creating a community space that transforms a public space into an educational opportunity. Additionally, we anticipate that Master Gardeners will also use the space to teach classes and host meetings and diagnostic clinics.

12. Sustainability Plan

The garden will be under the purview of the Water Resource Management Department, and will oversee the garden's maintenance and programming. To accomplish this, the City approved \$15,000 for maintenance for Fiscal Year 2020, proposed \$35,000 for Fiscal Year 2021, and anticipates a \$50,000 annual budget in subsequent years. Additionally, the City plans to create a 5-year maintenance/management plan, and apply to become a Tree City USA member in 2020.

The City of Surprise added a full-time Water Conservation Specialist in 2019, who will oversee the maintenance contract as well as garden programming. Additionally, the City has a long-standing relationship with the West Valley Master Gardeners. As part of this relationship, the City hosts WVMG for their monthly business meetings, as well as their diagnostic clinics, that are open to the public. For Calendar Year 2020, the City has offered the WVMG office space adjacent to the proposed Xeriscape demonstration garden, where Master Gardeners can hold office hours and meet with community members to education them on the benefits of trees, the care of plants, and the importance of implementing water conservation techniques in landscapes.

Xeriscape garden will demonstrate proper landscape planting, for residents and commercial properties, rainwater-harvesting (active and passive), and capture and use cooling tower condensate. Surprise Water Resource Management will host water efficiency classes in garden, along other events.

13. Tree Maintenance/Management Plan (optional)

No

Upload Budget Worksheet (required)

2019_CCG_Budget Worksheet.doc

Upload Project Overview Map (optional)

Conservation Garden Concept.pdf

Upload Letters of Partner Support (optional)

Upload Maintenance/Management Plan (optional)

Average Score

of Reviews

0

of Denials

0

Applications: File Attachments

Upload Budget Worksheet (required)

2019_CCG_Budget Worksheet.doc

Upload Project Overview Map (optional)

Conservation Garden Concept.pdf

Community Challenge Grant Program

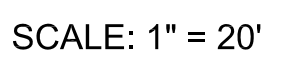
Budget Attachment

1	Grant Contributors (Matching Share)						
	Please specify each match contributor and the dollar amount of each contribution. Please DO NOT show grant requested funds in this table. This is for matching share only.						
	Contributors: (Please specify)	City of Surprise	Arizona Dept. of Water Resources				TOTAL
	Dollars (Hard Match):	\$165,000	\$200,000	\$0	\$0	\$0	\$ 365,000
	In-Kind (Soft Match):	\$20,000	\$0	\$0	\$0	\$0	\$ 20,000
	TOTAL:	\$ 185,000	\$ 200,000	\$ 0	\$ 0	\$ 0	\$ 385,000

2	Total Project Expense (break down your grant request and the matching share totals from block 1 above)				
		Grant Share (\$ Amount Requested)	Match (from block 1 above)		TOTAL
			Dollars	In-Kind	
	Personnel / Labor:	\$7,000	\$125,000	\$20,000	\$ 0
	Operating / Supplies:	\$13,000	\$65,000	\$0	\$ 0
	Travel:	\$0	\$0	\$0	\$ 0
	Contractual Services:	\$0	\$75,000	\$0	\$ 0
	Equipment:	\$0	\$0	\$0	\$ 0
	Indirect Costs:	\$0	\$0	\$0	\$ 0
	TOTAL:	\$ 20,000	\$ 365,000	\$ 20,000	\$ 405,000

A clear description of how the above grant funds will be spent shall be completed in the Scope of Work section of the online grant application.

WATER RESOURCE MANAGEMENT
 contact: Amy Peterson
 email: Amy.Peterson@surpriseaz.gov
 talk: (623) 222-7033



☐	
☐	
☐	
☐	2ND CITY SUBMITTAL
☐	1ST CITY SUBMITTAL
☐	PRELIMINARY PLANS PLANTING AND IRRIGAT.
☒	CONCEPT DRAWINGS
	NOV. 26, 2019
	TLH
	TLH
#	19015

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Applicant Information

Tell us about you.

Linked Applicant

amy.peterson@surpriseaz.gov

First name

Amy

Last name

Peterson

Email

amy.peterson@surpriseaz.gov

Title

Water Conservation Specialist

Company

City of Surprise

Company Website

surprisesaz.gov

City

Surprise

State

Arizona

Organization Information

Tell us about your organization.

Organization Name

City of Surprise

Employer Identification Number (EIN)

86-6007796

DUNS

Authorized Representative

Mike Frazier

Business/Finance Representative

Lisa Alexander

Organization Address

Address

16000 N Civic Center Plaza

Address 2

City

Surprise

State

Arizona

County

Maricopa

Congressional District/Region

AZ 8

Zip

85374

Phone

(623) 222-7033

Phone Extension**Fax**

Authorized Representative (if different from above)

Name

Mike Frazier

Title

City Manager

Email

Michael.Frazier@surpriseaz.gov

Phone

(623) 222-1022

Business/Finance Contact (if required)

Name

Lisa Alexander

Title

Accountant - Principal

Email

Lisa.Alexander@surpriseaz.gov

Phone

(623) 222-1847

ATTACHMENT B
(Cover Sheet)

Detailed Project Plan – Subject to State Approval
(Include specific planned accomplishments, detailed project budget, and time line)

Project Scope

The City of Surprise is developing a Xeriscape Demonstration Garden that will function to educate residential, HOA, and commercial property owners and managers on water-efficient landscape practices and the benefits of trees. The site, which is adjacent to City Hall, currently functions as a stormwater collection and drainage basin and a parking lot for civic center complex visitors. By converting the site to a xeriscaped landscape amenity for the community, we hope to reduce the urban heat island effect of this commercial complex, and make beneficial use of the stormwater that is currently directed from the adjacent street onto the site. We will also demonstrate water conservation practices in the landscape and promote native and desert-adapted plants.

The garden will serve as an integral component of the City's Water Conservation program, which provides guidance and education to Surprise citizens in an effort to increase conservation awareness and reduce demand on water supplies. Upon completion, the City intends to host a variety of educational functions in the garden, including school and community tours, STEM fairs, adult education workshops, and an annual Arbor Day event and proclamation. Educational themes such as urban forestry, the benefits of native and desert-adapted plants in urban landscapes, rainwater harvesting, smart controller programming, proper tree care, and maintenance of desert-adapted plants will be demonstrated through events and interpretive signage throughout the garden. Additionally, the City will partner with the Maricopa County Master Gardeners to host a water conservation office which will provide landscape diagnostic services to residential homeowners. Other community partners which will have a presence in the garden include students of nearby Ottawa University and art installations curated by the neighboring Arts HQ gallery.

The Arizona Department of Forestry and Fire Management Community Challenge Grant funds will be allocated to procuring materials and supplies for the lower terrace of garden. Based on current design plans, the lower terrace is a 101' x 111' (11,211 ft²) rectangular gathering space that incorporates native and desert adapted plants and trees, bench seating for respite, walking paths, and interpretive signage for education on plant types and desert landscape maintenance. Interpretive signage on the edges of the lower terrace will highlight the benefits of trees, proper watering techniques, and proper pruning techniques for desert-adapted plants and trees.

Measurable outcomes of the Xeriscape Demonstration  Garden:

- Installation of non-potable irrigation system
- Selection and installation of native and desert-adapted plants and trees
- Installation of bench seating
- Installation of permeable walking paths
- Design of interpretive signage content
- Installation of interpretive signage
- Installation of species identification signage

Project Schedule

Design: estimated to be complete by July 31, 2020

- Landscape Architect: Urban Culture Design
- Conceptual design: complete
- Design Development: complete
- Construction Documents: July 31, 2020

Internal Plan Review: August, 2020

- Construction documents submitted to City of Surprise Community Development Department for plan review

Procurement & Council Approval: September, 2020

- General contractor: Willmeng Construction
- Procurement of subcontractors and development of Guaranteed Maximum Price Contract
- Willmeng Construction to manage the project, including procurement and accounting of in-kind donations from nurseries, hardscape suppliers, irrigation suppliers, master gardeners, etc.
- GMP, grant contract, and budget resolution approval by Surprise City Council

Construction: Begin October, 2020

- Basin reshaping: redirect excess stormwater from adjacent Paradise Lane into an existing, adjacent retention area, earthworks to the lower terrace area for passive rainwater capture, soil preparation of lower terrace
- Utilities Installation: electrical conduit, irrigation & stormwater collection piping
- Installation of walking paths
- LID infrastructure (direct the runoff to the garden, permeable hardscape surface selected for walkways to promote tree root growth)
- Garden Installation: shaping of planting areas for runoff capture and direction towards plants, installation of efficient irrigation system (pressure-compensating emitters and sprinkler spray bodies, smart controller), installation of plant material, installation of interpretive signage

Grand opening: April 30, 2021

Maintenance: ongoing maintenance will be done by a licensed landscape contractor who has graduated from the Smartscape certificate program or has demonstrated the ability to properly maintain desert plants. The contract will be overseen by the conservation specialist (Amy) with the support of internal landscaping experts (Mariano Rodriguez, Landscape Maintenance Specialist for the City).

Project Budget

Total Project		Budget (by expense type)		
Budget Detail	Grant Share (\$ Amount Requested)	Match		TOTAL
		Dollars	In-Kind	
Administrative Labor:	\$0	\$20,000	\$0	\$ 20,000
Project Labor:	\$0	\$0	\$0	\$ 0
Fringe Benefits:	\$0	\$0	\$0	\$ 0
Travel:	\$0	\$0	\$0	\$ 0
Equipment:	\$0	\$0	\$0	\$ 0
Supplies:	\$15,000	\$20,000	\$135,000	\$ 170,000
Contractual:	\$0	\$210,000	\$0	\$ 210,000
Other:	\$0	\$0	\$0	\$ 0
TOTAL:	\$ 15,000	\$ 250,000	\$ 135,000	\$ 400,000

The \$15,000 grant share of the funds will be allocated to procure supplies for the lower terrace located west of the existing parking lot. The lower terrace is designed to function as a space for outdoor recreation, demonstration of Xeriscape principles, and will be designed with an emphasis on native trees, place-making, and shade. Supplies needed for the lower terrace include desert-adapted trees and associated soil amendments, desert shrubs and groundcovers, pressure-compensating drip emitters and associated irrigation components, lighting, bench seating, permeable hardscape, plant signage, and interpretive signage. The match portion of the funding provided will come in the form of City funds as well as in-kind donations from community partners such as local nurseries, irrigation suppliers, and landscape and hardscape suppliers. Below is a description of the supplies needed in the lower terrace:

- Soil amendments: the site currently exist as a drainage basin that receives stormwater from nearby Paradise Lane. Prior to planting, the soil will likely need to be amended to make it favorable for plant growth.
- Trees: Tree selection in the lower terrace will include a variety of desert-adapted species while emphasizing trees that are native to the Sonoran Desert. All trees selected for the functional court will be selected from the ADWR's Low Water Use Drought Tolerant Plant List for the Phoenix AMA or the Arizona Municipal Water User's Association's desert-adapted plant list found at amwua.org/plants.
- Shrubs and groundcovers: all plants in the lower terrace will be selected from the ADWR's Low Water Use Drought Tolerant Plant List for the Phoenix AMA or the Arizona Municipal Water User's Association's desert-adapted plant list found at amwua.org/plants. No more than \$3,000 of the grant will be used to purchase plant material as per the grant guidelines.

- Irrigation: the garden will be irrigated using drip irrigation with the most water-efficient technology and cultural practices available. This will include pressure-compensating drip emitters, a weather-based smart irrigation controller, and cisterns for storage of captured stormwater. The irrigation system will incorporate two renewable water sources: recycled water from the City of Surprise Water Reclamation Facility and captured stormwater.
- Bench seating: a variety of seating options through the garden pathways is envisioned to provide respite space for visitors under a canopy of trees. The material for these has not yet been selected, but the choice will be made with consideration for heat conductivity of materials to best protect the comfort of visitors and not create an unfavorable microclimate for the plants.
- Hardscape: stabilized decomposed granite pathways will meander through the garden, creating a permeable walking surface to support tree root growth and percolation of water to the roots.
- Signage: plant identification signs will be incorporated throughout the planting areas. Larger, interpretive signs will be installed at key circulation points throughout the garden to highlight the sustainable features of the garden (active and passive rainwater harvesting, LID infrastructure, smart irrigation technology, cultural best-practices for watering and pruning trees, urban forestry, planting to invite wildlife, etc.)

ATTACHMENT C

General Provisions

COVENANT AGAINST CONTINGENT FEES

The Sub-grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sub-grantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

MODIFICATIONS

Modifications within the scope of this award shall only be made by mutual consent of both parties, by issuance of a written amendment signed and dated by all properly authorized signatory officials prior to any changes being performed. Requests for modification shall be made, in writing, at least thirty (30) days prior to the implementation of the requested change. Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

EXTENSIONS

Timely completion of this project is required. If this agreement is extended by mutual written consent of the parties, all terms, conditions and provisions of the original agreement shall remain in full force and effect and apply during any extension period. Any extension of time granted shall not constitute or operate as a waiver by the State of any of its rights herein. Extensions will only be considered and/or made if the Sub-grantee has demonstrated reasonable efforts to complete the grant project as defined in the original detailed project plan and has a clear and specific plan for completion of the project within the extended time period.

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

The Sub-grantee agrees to assume all risk of loss to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages causes or action, fines or judgments, including costs, attorney's and witnesses' fees and expenses incident thereto, for injuries or death to persons and for loss of, damage to, theft of or destruction of any property including loss of use thereof arising out of or in connection with the performance of duties required by agreement, all whether or not authorized or agreed to by Sub-grantee.

RETENTION OF RECORDS

The Sub-grantee and any subcontractor shall maintain and store all documents, papers, accounting records; other evidence pertaining to costs incurred for this work, and shall make all such materials available at any reasonable time during the term of work and for five (5) years from the date of final payment to the Sub-grantee. The Sub-grantee may be required to provide such records as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

COMPLIANCE WITH ARIZONA EXECUTIVE ORDERS 75-5 and 2009-09

The Sub-grantee shall comply with Arizona Executive Order 75-5 and as amended by Arizona Executive Order 2009-09 relating to non-discrimination in employment by government contractors and subcontractors. These regulations are herein incorporated by reference and made a part of this agreement.

ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It is the Sub-grantee's responsibility to develop, document, administer and manage the grant in accordance with all applicable Federal and State laws. Sub-grantee is subject to the OMB requirements and guidance in subparts A through F of 2 CFR 200 as adopted and supplemented by USDA in 2 CFR part 400.

CFR (Code of Federal Regulations) – <http://www.ecfr.gov>. If grantee needs assistance in obtaining any of these documents in electronic or printed form, please contact your Arizona State Forestry representative.

If any program income is generated as a result of this grant/agreement, the income earned during the term of this agreement shall be applied using the deductive method as described in 2 CFR 200.307 ; the deductive alternative is the preferred method, unless specifically authorized by the Signatory Official. Costs incident to the generation of program income may be deducted from gross income to determine program income provided these costs have not been charged to the award/agreement and they comply with the applicable Cost Principles.

FREEDOM OF INFORMATION ACT

Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

MEMBERS OF U.S. CONGRESS

Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefit that may arise there from, either directly or indirectly.

TERMINATION FOR CONVENIENCE

The Office of the State Forester, by written notice, may terminate this contract, in whole or in part, when it is deemed in the best interest of the State. If this agreement is so terminated, Sub-grantee will be compensated for work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current grant amount.

TERMINATION BY MUTUAL AGREEMENT

This award may be terminated, in whole or part, as follows:

- When the State and Sub-grantee agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By thirty (30) days written notification by the Sub-grantee to the State setting forth the reasons of termination, effective date, and in the case of partial termination, the portion to be terminated.
- If, in the case of a partial termination, the State determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the State may terminate the award in its entirety.

Upon termination of an award, the Sub-grantee shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The State shall allow full credit to the Sub-grantee for the United States Federal share of the non-cancelable obligations properly incurred by the Sub-grantee up to the effective date of termination. Excess funds shall be refunded within sixty (60) days after the effective date of termination.

CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Agreement, the Sub-grantee warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Sub-grantee shall obtain statements from its contractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Grant. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Sub-grantee, contractor or subcontractor performing work under the Grant. Should the State suspect or find that the Sub-grantee or any of its contractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Sub-grantee or Contractor. All costs necessary to verify compliance are the responsibility of the Sub-grantee. The parties agree to comply with A.R.S. §41-4401, the provisions of which are hereby incorporated.

ARBITRATION

To the extent required by A.R.S. §12-1518, the parties agree to use arbitration, after exhausting applicable administrative review, to resolve disputes arising out of this agreement.

ANTITRUST VIOLATIONS

The Sub-grantee and the State recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser or ultimate user. Therefore, Sub-grantee acting as a vendor, hereby assigns to State any and all claims for such overcharges.

SUSPENSION OR DEBARMENT

Submittal of an offer or execution of a contract shall attest that the sub-grantee or contractor is not currently suspended or debarred. If the Sub-grantee or any of its contractors become suspended or debarred, the Sub-grantee shall immediately notify the State. The State may, by written notice to the Sub-grantee, immediately terminate this Agreement if the State determines that the Sub-grantee or their contractors have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

CONTRACTS AND SUBAWARDS TO DEBARRED AND SUSPENDED PARTIES

Pursuant to Code of Federal Regulations 2 CFR part 180, grantees and sub grantees must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". By entering into this agreement sub-grantee agrees to comply with all relevant codes including 2 CFR part 180, subpart C, "Responsibilities of Participants

Regarding Transactions”. When entering into a covered transaction with another person at the next lower tier, sub-grantee must verify that the person with whom you intend to do business is not excluded or disqualified. You do this by:

- (a) Checking the SAM Exclusions: System for Award Management (SAM) – www.sam.gov
- (b) Collecting a certification from that person
- (c) Adding a clause or condition to the covered transaction with that person.

TITLE VI of CIVIL RIGHTS ACT of 1964

Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 200d). In accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and Sub-grantee will immediately take any measures necessary to effectuate this agreement.

UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)

Sub-grantee agrees to provide a DUNS number to State Forestry prior to award, and to maintain all related information through the full term of this agreement. A *Data Universal Numbering System (DUNS) Number* is a nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

Sub-grantee shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). For purposes of this award, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov .

PUBLICATION REQUIREMENTS

A. ACKNOWLEDGEMENT IN PUBLICATIONS. Sub-grantee shall acknowledge Arizona Department of Forestry and Fire Management and U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award, per 2 CFR 415.2.

B. NONDISCRIMINATION STATEMENT IN PUBLICATIONS. Sub-grantee shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited basis apply to all programs.)"

To file a complaint of discrimination, write USDA, director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text: *"This institution is an equal opportunity provider."*

C. COPYRIGHTS. No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right shall be transferred to any sub agreements or subcontracts. This provision includes the copyright in any work developed by Sub-grantee under this agreement. And any right of copyright to which Sub-grantee purchases ownership with any federal contributions.

REPORTING OF SUBRECIPIENT EXECUTIVES

Unless exempt from this requirement of 2CFR 170, Sub-grantee agrees to report the names and total compensation of each of the sub-grantee's five most highly compensated executives for the sub-grantee's preceding completed fiscal year if:

1. in the sub-grantee's preceding fiscal year, the sub-grantee received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

TRAFFICKING IN PERSONS.

Section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), include provisions applicable to federal support recipients. By entering into this agreement, you agree to terms set forth in the primary award from the US Forest Service as documented below. This Agreement may be unilaterally terminated, without penalty, if a subrecipient is determined to have violated an applicable prohibition in this award term. (See 22 U.S.C. 7104 and 2CFR175 for more details)

A. Provisions applicable to a Recipient that is a private entity.

1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not-

- (i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- (ii) Procure a commercial sex act during the period of time that the award is in effect; or
- (iii) Use forced labor in the performance of the award or subawards under the award.

2. This award may be unilaterally terminated, without penalty, if you or a subrecipient that is a private entity -

- (i) Is determined to have violated a prohibition in paragraph A.1 of this award term; or
- (ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either-

- a. Associated with performance under this award; or
- b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)".

B. Provision applicable to a recipient other than a private entity. This award may be unilaterally terminated, without penalty, if a subrecipient:

- 1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either-
 - (i) Associated with performance under this award; or
 - (ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."

C. Provisions applicable to any recipient.

- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
- 2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - (1) Implements section I06(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph A1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

- 1. "Employee" means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. "Private entity":
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:

- i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

DRUG-FREE WORKPLACE

Compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D, as amended) requires that all organizations receiving grants from any federal agency agree to maintain a drug-free workplace.

INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

COUNTERPARTS

This AGREEMENT may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

INTERPRETATION

This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

PARAGRAPH HEADINGS

The paragraph headings in this AGREEMENT are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this AGREEMENT or any of its provisions.

GOVERNING LAW

This AGREEMENT is made under, and is to be construed in accordance with, the laws of the State of Arizona.

ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

Arizona Department of Forestry and Fire Management grants are federally funded and are based on reimbursement for actual costs incurred. Sub-grantees are typically required to provide a portion of the total project cost as MATCH contribution to show local investment in the project or program. Match investment must not originate from a federal source and cannot be used as a match for any other federal cost-share program. Specific match amount is identified in each grant agreement. All costs and match should conform to the approved project plan and budget contained in the grant agreement – and all reimbursements are subject to Arizona State Forestry approval. All project expenses must meet the applicable Cost Principles (2CFR200, subpart E)

Only project expenses incurred during the term of the signed grant agreement are eligible. (See Term of Agreement)

All documentation submitted for reimbursement must have the correct project name and/or State Forestry grant number, date work was completed, and proof of payment from the Sub-grantee.

All reimbursements to Sub-grantees shall be calculated from the “Grant Reimbursement Form”. By signing the form, the Sub-grantee assumes full and implied responsibility for all grant costs incurred and submitted on the form. By signature, the Sub-grantee accepts full liability that the work and costs incurred were in accordance with the agreed scope of work and/or approved detailed project plan and in accordance with all applicable Federal and State laws. By signing the “Grant Reimbursement Form”, the Sub-grantee is claiming that costs were incurred following the established procurement process for its own organization and that their process is documented, administered and managed with the correct accounting and administrative procedures and is in accordance with all applicable Federal and State laws.

INELIGIBLE COSTS – Any expenses submitted for reimbursement that are not properly documented shall not qualify for reimbursement. It shall be the Sub-grantee’s sole responsibility to submit the required and accurate support documentation for all project costs. In the event an audit determines that ineligible costs were charged to the project, the Sub-grantee accepts full liability for such costs.

- Expenses not included in an approved project plan or are unnecessary for the completion of the project are ineligible for reimbursement or as match.
- NO FOOD or BEVERAGE purchases or donations are eligible for reimbursement or as match, unless included in the project plan as budgeted travel costs, and pre-approved by State.
- NO purchase of equipment or supplies for individuals are eligible for reimbursement or as match. (though purchase of supplies and small equipment by the Sub-grantee organizations for ongoing community use may be eligible)
- Poorly documented match or volunteer hours with insufficient support documentation will not count towards the required match. It is the Sub-grantees responsibility to keep all project/grant records pertaining to matching requirements. In the event an audit determines that ineligible match was credited to the project, the Sub-grantee accepts full liability for such costs

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

REIMBURSABLE PROJECT EXPENSES – are direct, out-of-pocket expenditures for eligible project activities that are supported by paid invoices, cancelled checks, signed receipts, or official payroll records. Examples include:

Labor- may include paid staff, contracted labor, or documented reimbursement from Sub-grantee to others for services. Related expenses such as employee benefits or required travel costs are also eligible if properly documented.

- All staff/labor hours must be accompanied by an employee time sheet detailing the hours worked on the grant project. The time sheet must clearly have the State grant ID number, an employee signature, and the dates work hours were contributed towards the grant. A supervisor's approval signature should also be included. Note, for auditing purposes, an auditor will most likely want to see all hours worked in addition to those charged to the grant.
- Required documentation can include payment receipts, timesheets, payroll records, job sheets, cancelled checks, or signed letters detailing paid staff time, dates, and services or work provided.

Supplies - may include operating supplies, office supplies, and small equipment purchased by the Sub-grantee and necessary for the completion of the project.

- Required documentation can include payment receipts, cancelled checks, or official accounting records detailing expenses and goods and service provided.

Equipment Purchases (small) – small equipment necessary for the completion of the project may be purchased by the Sub-grantee organization if included in the approved project plan and budget. Purchases of equipment or supplies for individuals is not eligible. Purchase of necessary equipment totaling less than \$5,000 will be considered as supplies (above).

- Required documentation will include purchase receipts detailing costs and equipment details.

Equipment Purchases (large) - Any single piece of capital equipment costing more than \$5,000 must be included in the original project plan and preapproved. Because funding originates from the federal government, they may retain an ongoing vested ownership in the equipment. Additional details will be provided for approved purchases. If an audit determines that excessive equipment was purchased, the Sub-grantee accepts full liability for cost reimbursement back to the State/Federal government. Please limit your liability by purchasing only items listed in the original grant application and detailed project plan. Please only purchase what is necessary to complete the specific grant/project approved.

- Required documentation will include purchase receipts detailing costs and equipment details.

Equipment Rental – Rental of equipment necessary for completion of the project may be reimbursed if included in the approved project plan and budget.

- Required documentation will include rental receipts detailing costs, dates of use, and equipment details.

Contracted Services – Contracting for services from outside organizations or businesses is permitted if included in the approved project plan and budget. Such services could include contracted fuels crews, arborists, trucking, waste disposal, and other costs.

- Required documentation will include receipts detailing costs, dates and details of services provided.

Equipment Operating Costs - Operating costs for owned, rented, or donated equipment may be permitted if included in the project plan and properly documented. Methods for cost determination must be specifically documented and approved. Use of Sub-grantee owned equipment may be charged to the grant if prior approval is granted. A Sub-grantee may submit a rate agreement that is typical of rate charges established for all agencies utilizing the equipment including their own. Under no circumstances shall the grant be charged for use of equipment purchased with Federal funds, beyond operating costs.

- Required documentation can include receipts detailing costs, dates and details of equipment usage, payment receipts, mileage logs, shift tickets, etc. Any operating costs that are not paid for directly and do not have corresponding payment receipts, must be specifically documented as to method of cost determination.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

ELIGIBLE MATCH – All grants require some level of MATCH investment from the Sub-grantee organization. Matching investment may only be included if goods or services are provided or paid for during the term of the agreement and are necessary for the completion of the project. The matching investment may be in the form of cash and/or in-kind contributions. The Sub-grantee share (match) cannot originate from a federal source and must not be used as a match for any other federal cost-share program. As with reimbursable costs, eligible match expenses only include those that are reasonable and necessary for the completion of the grant-funded program or project and must meet the applicable Cost Principles (2CFR200, subpart E)

Matching investments will not be directly reimbursed.

Examples of possible match include:

Cash - Matching investment can include actual costs as documented above.

- Required documentation will include payment receipts, cancelled checks, or official accounting records detailing expenses and related goods and service provided.

In-kind Contributions - include on-hand supplies, third party donations of supplies or equipment, the value of professional services provided at the professional rate, or time spent by employees on eligible project activities.

- An in-kind contribution of goods or services from another business or organization may be counted as community match with proper documentation. This typically consists of a letter on the donating organization's letterhead, signed by the proper person and showing the amount and type of donation. Property or use thereof shall be assigned a fair market value per applicable federal Cost Principles and should include a letter of documentation from the donating party.

Volunteer - Volunteer labor hours shall conform to standard documented operating procedures for the Sub-grantee organization with established pay rates.

- Required documentation for volunteers will include signed time logs/sign-in sheets with volunteer name, date, time, place, and type of volunteer service provided. Volunteer time may be valued at the local market rate for equivalent work (children at minimum wage). Hourly rates exceeding \$20 per hour will require specific support documentation for justification and approval. If you use consultants, forestry professionals, planners, etc., who donate their professional services, appropriate hourly rates may be documented in a letter from the individual or their organization.



Quarterly Performance Report

GRANT INFORMATION:

Grant Number:		Grant Award \$:	
Project Name:		Award End Date:	
Organization:			
County:		DFFM District:	

REPORT INFORMATION:

Calendar Year:		Calendar Quarter Q1 (Jan-Mar), Q2, Q3, Q4:	
Name of person completing report:			
Submittal Date:			

PROJECT OBJECTIVES ACCOMPLISHED: (During this quarterly reporting period, what progress has been made toward meeting the project objectives stated in the Project Plan? Provide quarterly and cumulative numbers for key criteria, such as acres completed, trees planted, educational programs delivered, etc.)

PLANNED OVERALL		ACTUAL		
Project Objectives	Total Project Goal	Previously Reported	+ Current Quarter	= Cumulative Total

Program-Specific Reportables (if applicable)

1				
2				
3				
4				
5				

Is this Project On Track? (Yes / No)

☐

Use the following sections to describe activities for this quarter and for the overall project status.
Additional items may be enclosed or attached, such as added narrative, detailed tables, pictures, maps, or other items.
(Please list any additional items in the narrative to assure they are recorded.)



Quarterly Performance Report

NARRATIVE REPORT / THIS QUARTER: What progress has been made THIS QUARTER in accomplishing the project objectives? Describe activities for the quarter to support the status reported in the tables above. Include comments regarding accomplishments for employees, contractors, and volunteers; and describe the status of planning or purchasing activity if applicable. *(MAX: 1400 Characters – attach additional materials if needed)*

NARRATIVE REPORT / OVERALL PROJECT: What is the success in meeting the OVERALL measurement criteria identified in the Project Plan? Describe the overall project status to support the numbers listed in the tables above. What major milestones have been achieved and what are the next major activities planned? If the project is not on track or goals are not being met, please provide an explanation. If there are any factors that have, or will have, a significant impact on the successful project completion, provide details and explain the actions being taken or assistance that may be needed. *(MAX: 1400 Characters – attach additional materials if needed)*



Arizona Department of Forestry and Fire Management Grant Reimbursement Form

NOTE: It is the Sub-grantees' responsibility to develop, document, administer and manage the correct accounting and administrative procedures for administering the grant in accordance with all applicable Federal and State laws. It is the Sub-grantees' sole responsibility to maintain all grant records and provide them as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

Grant Number: _____

Organization Name: _____

Total Grant Amount: _____

Total Match Required: _____

Grant Expiration/End Date: _____

(Grant \$ + Match \$ = Total Project Cost)

Previous Project Totals (Sum of all previous reimbursement requests):

Reimbursable Costs	Match	Total
_____	_____	_____

This Reimbursement Period:

Item	Reimbursable Costs	Match	Total
Administration	_____	_____	_____
Personnel	_____	_____	_____
Contracted Services	_____	_____	_____
Supplies	_____	_____	_____
Other	_____	_____	_____
Other	_____	_____	_____
Other	_____	_____	_____
Volunteer time	N/A	_____	_____
In-Kind Contributions	N/A	_____	_____
Total:	_____	_____	_____

Cumulative Project Totals (This period request added to all previous reimbursement requests):

Reimbursable Costs	Match	Total
_____	_____	_____

* As long as the Cumulative **MATCH** meets the required amount, this Reimbursement Period's **REIMBURSABLE** amount should qualify for payment (provided all items are properly documented and all other grant requirements are met.)

Authorized Signature _____

Title _____

Date _____

SIGNATURE LINE STATEMENT (Required for Processing)

By signing the "Grant Reimbursement Form", the signing agent is verifying that:

All work performed on this grant/project was completed in conformance with all applicable laws and established procedures. Charges and time sheets submitted are in fact for work completed on this project. All charges have been reviewed and verified by a supervisor and all employee and volunteer hours are being tracked, with support documentation on file and available to any auditing agent.

NOTE: Reimbursements may take 60-90 days



United States Department of Agriculture

AD 1048

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two Before Completing Certification)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING LOBBYING**

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 4 CFR Part 418 Appendix A, Certification Regarding Lobbying. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Forest Service determines to award the covered transaction, grant, or cooperative agreement.

Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative

agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

SIGNATURE

APPLICANT'S SIGNATURE (BY)

TITLE/RELATIONSHIP OF THE INDIVIDUAL IF
SIGNING IN A REPRESENTATIVE CAPACITYDATE SIGNED
(MM-DD-YYYY)



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 9 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

AMENDMENT

STATE OF
ARIZONA
DEPARTMENT OF WATER RESOURCES
1110 W. Washington St. Ste. 310
Phoenix, AZ 85007

Contract No. 2019-3076IGA

Amendment No. 1

Procurement Officer: Scott Selin

The above referenced Agreement is amended as follows:

Page 1, Term, **STRIKE** “Effective through December 31, 2020”

INSERT “Effective through December 31, 2021”

Page 7, C. Term, **STRIKE** “Effective through December 31, 2020”

INSERT “Effective through December 31, 2021”

Page 8, F. Introduction, **STRIKE** all

INSERT “The Xeriscape demonstration garden will function to educate residential, HOA, and commercial property owners and managers on water-efficient landscape installation and maintenance, including drip irrigation, proper pruning, and rainwater harvesting. This will be done through tours, classes, and signage, and by creating a community space that transforms a public space into an educational opportunity. Additionally, it is anticipated that Master Gardeners will use the space to teach classes and host meetings and diagnostic clinics.

Conservation & community benefits:

- Passive rainwater harvesting techniques
- Green infrastructure for stormwater mitigation
- Respite space to include seating
- Event space for West Valley Arts Council, the City, farmer’s markets, festivals, school and scout troop tours, water conservation workshops, Master Gardener meetings, Ottawa University classes, etc.

The following additional innovations will differentiate the City of Surprise’s Xeriscape demonstration garden from other examples in the Phoenix AMA:

- Supplemental irrigation with reclaimed water and harvested stormwater
- Interpretive signage to demonstrate best practices for maintenance of desert-adapted plants, the benefits of trees, irrigation efficiency technology and practices, passive rainwater harvesting techniques, and proper plant selection and placement (right plant, right place)
- Irrigation station for troubleshooting and repair
- Permeable hardscape throughout the garden
- Surprise Water Conservation and Master Gardener office hours
- Volunteer opportunities for Master Gardeners and Ottawa University Students

Page 9, H. Schedule of Deliverables and Payments Total Amount **STRIKE** “January 1, 2020” (for Deliverable 3)

INSERT “December 31, 2020”

Page 9, H. Schedule of Deliverables and Payments, **STRIKE** “December 31, 2020” (for Deliverable 4)

INSERT “June 4, 2021”

DELIVERABLES	DUE DATE(S)	PAYMENTS (Not to Exceed)
Deliverable 3: List of plants	December 31, 2020	\$50,000
Deliverable 4: Final Report	June 4, 2021	\$75,000
TOTAL AMOUNT		\$200,000

All other provisions of the Agreement shall remain in their entirety. City of Surprise and ADWR hereby acknowledge receipt and understanding of above amendment.

CITY OF SURPRISE

ARIZONA DEPARTMENT OF WATER RESOURCES

Signature of Authorized Individual Date

Signature of Authorized Individual Date

Skip Hall

Typed Name

Thomas Buschatzke

Typed Name

Mayor

Typed Title

Director

Typed Title



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 6, 2020
Submitting Department: Police
Staff Recommendations: None

Contact Person: Philip Johnson
District: Citywide

Consent: Yes	Regular: Yes	Public Hearing: No	Report/Discussion: No
--------------	--------------	--------------------	-----------------------

Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations in the amount of \$95,000 within the Grants Fund and authorizing acceptance of a subrecipient grant award from the Maricopa County Sheriffs Department for overtime reimbursement for Surprise officers/investigators; Resolution # 2020-111.

Motion:

I move to approve Resolution #2020-111.

Background:

Maricopa County, Arizona, acting by and through the Maricopa County Sheriff's Department (MCSO) has received a grant from the Arizona Department of Health Services for assistance with training about and the regulation of unlawful marijuana trafficking taking place outside of registered nonprofit medical marijuana dispensaries. MCSO is partnering with other agencies to expand the scope of enforcement of this grant. This IGA will provide overtime funds to the City of Surprise Police Department (SPD) as a subrecipient to facilitate the investigation of, and training about, illegal medical marijuana "dispensary" operations, and marijuana grows and cannabis labs. This is a four-year agreement and is effective retroactive to February 1, 2020 and ends February 2024.

Objective Analysis:

This agreement will help disrupt a considerable amount of drug trafficking activities, especially focused upon the West Valley, and officers will obtain considerable skills that they will use in the daily performance of their job. Officer overtime expense for these activities will be reimbursed by the grant.

Policy Compliant:

This action is compliant with City and Council policy. The City regularly partners with other government entities when it is beneficial to do so, as is this partnership. Also, the City has consistently and strongly opposed drug trafficking and the harm that results.

Financial Impact:

This one-time grant award is for \$95,000 for overtime expenses over a four-year period beginning February 1, 2020 to January 30, 2024. There is no City match requirement; however, the City is responsible for payment of salary, benefits, and overtime for officers assisting in investigations and with

training on illegal medical marijuana "dispensary" operations, marijuana grow and cannabis labs. MCSO will reimburse the SPD for these overtime expenses.

Budget Impact:

These funds were not included as part of the FY2021 budget. Acceptance of these funds will amend the budget and reallocate appropriations in the amount of \$95,000 from within the Grants Fund from contingency to overtime to establish a budget for the MCSO Unlawful Medical Marijuana Trafficking project. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget. The salary and benefits for officers participating in investigations and training have been included as part of the Surprise Police Department's FY2021 General Fund operating budget.

FTE Impact:

The number of full-time equivalents (FTE) is not impacted by this action.

ATTACHMENTS:

1. MCSO UNLAWFUL MEDICAL MARIJUANA TRAFFICKING IGA Award Letter
 2. MCSO UNLAWFUL MEDICAL MARIJUANA TRAFFICKING IGA
 3. RESOLUTION 2020-111 MCSO subgrant enforce med MJ laws REV 1 bf (002) (1)
-



MARICOPA COUNTY SHERIFF'S OFFICE

PAUL PENZONE
SHERIFF



July 31, 2020

To Whom It May Concern:

Attached are three Intergovernmental Agreements for your City's Law Enforcement Agency to receive overtime funding reimbursement from the Arizona Department of Health Service through the Maricopa Sheriff's Office for specific activities associated with Unlawful Medical Marijuana Trafficking.

All three require signature by the authorized officials. Your City will keep one and return (2) two to the Maricopa County Sheriff's Office in the enclosed envelope.

Thank you.

Suzanne Baier, Division Commander
Business Services Division
Maricopa County Sheriff's Office
602-876-1633
s_baier@mcsso.maricopa.gov

Item Title

SUBRECIPIENT IGA WITH CITY OF SURPRISE FOR UNLAWFUL MEDICAL MARIJUANA TRAFFICKING

C Number: C-50-21-000-X-00

Action Requested:

Approve a subrecipient IGA with the City of Surprise that allows MCSO to reimburse overtime of Surprise officers/investigators assisting in investigating or providing training on illegal medical marijuana "dispensary" operations, marijuana grows and cannabis labs. This is a four-year IGA that coincides with MCSO's ISA with the Arizona Department of Health Services CTR040227 (C-50-19-049-3-00) and CTR040227 A1 (C-50-19-049-3-01). It is effective retroactive to February 1, 2020 and ends February 2024. The initial amount of reimbursement funding is not to exceed \$95,000. This Agreement can be terminated for any reason with a 30-day notice.

Additional Information:

Item Notes:

Is there a Financial Impact?

No

General Item Information

Department: Sheriff

Contact Name: Suzanne Baier

Return To: <#Return To>

Location: Supervisors' Auditorium

Board: Formal

Meeting Date: 7/22/2020 9:30 AM - Formal

Item Tracking

Step	Action	User	Date
<#agendaitemapprovalstep79>	<#Action>	<#agendaitemapprovalname80>	<#agendaitemapprovaldatetime81>
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<#agendaitemapprovalstep79>	<#Action>	<#agendaitemapprovalname80>	<#agendaitemapprovaldatetime81>

SUB-RECIPIENT AGREEMENT BETWEEN
Maricopa County
by and through
the Maricopa County Sheriff's Office
and the City of Surprise
for
Unlawful Medical Marijuana Trafficking
C - 50 - 21 - 000 - X - 00
(Funded by the Arizona Department of Health Services)

This Intergovernmental agreement is made this 22 day of July, 2020, between the Maricopa County acting through the Maricopa County Sheriff's Office hereinafter "MCSO" and the City of Surprise acting through its Police Department, hereinafter "Subrecipient", together the "Parties," for the purpose of investigating or providing training on illegal medical marijuana "dispensary" operations, marijuana grows and cannabis labs.

WHEREAS the MCSO contracts with the Arizona Department of Health Services ("ADHS"), through Interservice Agency Agreement ISA CTR040227, to provide services related to the Arizona Medical Marijuana Act (AMMA), A.R.S. Title 36, and Chapter 28.1 and AMMA regulation of unlawful marijuana trafficking taking place outside of registered nonprofit medical marijuana dispensaries, including but not limited to operations/clubs conducting dispensary functions under a variety of names/labels by persons representing themselves to cardholding patients and the public as acting with the scope of AMMA (Arizona Medical Marijuana Act); as well as services related to the regulation of unlawful marijuana trafficking taking place at registered nonprofit medical marijuana dispensaries of cultivation sites, including activities at dispensaries or cultivation sites that fall outside of and/or violate the AMMA and receive State funding for these activities, and (ISA CTR040227) investigate or provide training on illegal "dispensary" operations, marijuana grows and cannabis labs.

WHEREAS MCSO also participates with multiple law enforcement agencies in High Intensity Drug Trafficking Area (HIDTA), a federally funded initiative, and in HIDTA's Maricopa County Drug Suppression Task Force (MCDST) where efforts coincide with enforcement of AMMA and is specifically named in the MCSO's ISA with ADHS.

WHEREAS MCSO and its contracted Subrecipients are charged with the responsibility for the regulation of activities within the local jurisdiction that fall outside of AMMA and under A.R.S. Title 13, including but not limited to, unlawful marijuana trafficking taking place outside of registered nonprofit medical marijuana dispensaries by persons that are representing themselves to cardholding patients and the public as acting within the scope of AMMA; as well as services related to the dispensaries or cultivation sites, including activities at dispensaries or cultivation sites that fall outside of and/or violate the AMMA.

WHEREAS funding to Subrecipient partners for Unlawful Medical Marijuana Trafficking is limited to investigating or providing training on illegal "dispensary" operations, marijuana grows and cannabis labs, performance of specific activities, the Parties agree:

Agreement

- 1) This Agreement reimburses subrecipient law enforcement officer overtime costs only incurred investigating or providing training on illegal “dispensary” operations, marijuana grows and cannabis labs pursuant to ISA CTR 040227.
- 2) This agreement shall be for four years, retroactive to February 1, 2020 and ending January 30, 2024 or for the duration of the Interagency Service Agreement (ISA) between MCSO and ADHS and is effective when signed by the Parties. The initial value of funds to be reimbursed through this Agreement is not to exceed \$95,000. This amount will be reviewed periodically and updated via amendment to this Agreement.
- 3) Either party may terminate this Agreement if in its judgment such action is necessary due to:
 - a. Non-Availability of funds: Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Parties at the end of the period for which funds are available. No liability shall accrue to the Parties in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph;
 - b. Either party’s non-compliance with this Agreement.
 - c. Pursuant to A.R.S. § 38-511 the Parties may cancel any Agreement without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, pursuant to A.R.S § 38-511 the Parties may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Parties from any other party to the contract arising as the result of the Agreement.
 - d. Any reason.
- 4) Any termination of this contract must be in writing and sent certified mail to the other party giving a 30-day notice prior to termination.
- 5) Each party will pay its own costs incurred as a result of termination and

if applicable, each party will return any of its tangible property left at or borrowed with permission from the other party.

- 6) This Agreement shall be governed and interpreted by the laws of the State of Arizona.
- 7) In the event of a dispute, the Parties agree to use arbitration to the extent required by A.R.S. § 12-1518.
- 8) Any litigation arising from the agreement or the performance thereof will be decided in the Federal or state courts of Maricopa County unless otherwise agreed to between the Parties.
- 9) This IGA may be amended only by the mutual written consent of authorized representatives for all Parties and requires Board approval.
- 10) The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.
- 11) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even. if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 12) In accordance with A.R.S. § 41-4401, Subrecipient certifies compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 13) Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal, State, and Local government's regardless of specific reference herein. The Parties agree that there will be no discrimination as to race, sex, religion, color, age, creed, or national origin in regard to obligations, work, and services performed under the terms of any contract ensuing from this engagement. The Parties will comply with the Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60). The Subrecipient shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. All Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
- 14) The Parties understand that any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to

- indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- 15) Written Certification Pursuant to A.R.S. § 35-393.01. If VENDOR engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, VENDOR certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
 - 16) Except as otherwise provided in law, in the performance of this Agreement, Parties hereto will be acting in their individual governmental capacities and not as agents, employees, or partners of the other party. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees, agents, or subcontractors of the other party.
 - 17) This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind, and the right and obligations of the Parties shall be only those expressly set forth in this Agreement.
 - 18) Parties acknowledge that under this IGA no employee or participant of the Subrecipient is to be considered a County employee, and that no rights of County merit, County retirement, or County personnel rules shall accrue to such individual. Subrecipient shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the County harmless with respect thereto.
 - 19) To the extent permitted by law, each party will indemnify and save the other party harmless, including any of the Parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the indemnifying party of any of the provisions of this Agreement. The Parties are responsible and liable for the acts and omissions of their own officers, agents or employees in connection with the performance of their official duties under this Agreement.
 - 20) The Subrecipient's insurance shall be primary insurance as respects performance of subject agreement. All policies shall waive rights of recovery (subrogation) against Maricopa County, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or Services performed by the subrecipient under this Agreement.
 - 21) If the subrecipient receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be the subrecipient's responsibility to provide

prompt notice of same to the County, unless such coverage is immediately replaced with similar policies.

22) Required coverage.

Commercial general liability. The Licensee shall maintain “occurrence” form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$4,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, bodily injury, property damage, and contractual liability. For any Service that involves children or at-risk individuals, the commercial general liability must include coverage for sexual abuse and molestation. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance shall be “follow form” equal or broader in coverage and scope than underlying insurance.

Automobile liability. If vehicles are used by the subrecipient to perform the Services, the subrecipient shall maintain Business Automobile Liability insurance with a limit of \$2,000,000 each occurrence on the Licensee’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Services. If vehicles are not used by the subrecipient to perform the Services, this requirement for Automobile Liability may be waived. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

Workers’ compensation insurance. If the Licensee has employees, the subrecipient shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Licensee’s employees engaged in the performance of Services under this Agreement and shall also maintain Employers’ Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

23) Parties acknowledge and accept driver liability for injuries and accidents for their respective officers, officials, agents, employees, or volunteers when operating or controlling any vehicle regardless of ownership at all times when conducting services for this agreement. Liability will reside with the driver and not the vehicle owner.

24) Work performed in this agreement will be coordinated by MCSO Special Investigations Division Lieutenant, Ken Swingle. Assignments could be planned or incidental to other work and will occur on an as needed basis with no guarantee of hours.

25) Payment request and payment.

- a. Subrecipient will submit its overtime reimbursement requests to MCSO Grants Unit within 30 days of hours worked.**

- b. Requests will include Date, Name, Serial Number, date overtime was worked and number of hours worked.
- c. Official payroll records will be required to support the request.
- d. Additional reimbursement request instructions may be provided by the MCSO ADHS contract coordinator.
- e. Approval/Authorization of payment for overtime hours worked is required by the MCSO ADHA contract coordinator on each request for reimbursement.
- e. MCSO will issue payments quarterly.
- f. Payment Contacts:

City of Surprise: City of Surprise PD 	MCSO: Maricopa County Sheriff's Office Grants Administrator, Cindy Kenney 550 W. Jackson Street 4 th Floor Phoenix, AZ 85003 c_kenney@mcsso.maricopa.gov 602-876-3266
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- 26) Subrecipient shall maintain current, complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles facilitate on-site inspection and auditing of such records and accounts.
- 27) Subrecipient shall retain all data and other records relating to the acquisition and performance of this Agreement for a period of (5) five years after the completion of the Agreement as required by A.R.S. 35-214 and 35-215. All records shall be subject to inspection and audit by MCSO, Maricopa County Internal Audit the State of Arizona (State) at reasonable times.
- 28) Billings for all outstanding obligations must be received by MCSO within 30 days of the date of termination of this agreement. MCSO will be responsible only for authorized obligations incurred by Subrecipient during the term of this agreement.
- 29) This document is the complete and exclusive statement of understanding between the Parties, and it supersedes all proposals, oral or written, and other documents or communications between the Parties relative to the subject matter herein covered, unless such documents or communications are specifically included by reference.

- 30) All notices other correspondence between the Parties regarding this Agreement shall be mailed or delivered to the respective Parties at the following addresses:

City of Surprise:
Surprise Police Department
Criminal Investigations
14250 W Statler Plaza
Surprise, AZ, 85374

MCSO:
Maricopa County Sheriff's Office
Deputy Chief, Investigations Bureau
550 W. Jackson Street,
Phoenix, AZ 85003
r_morris@mcsso.maricopa.gov

- 31) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied, electronic and scanned signatures are acceptable as original signatures.

IN WITNESS WHEREOF, the Parties hereto have entered into this IGA as of the date of the last signature set forth below.

City of Surprise, an Arizona Municipality

Maricopa County, a political subdivision
of the State of Arizona

Mayor Date

 JUL 28 2020
Clint Hickman Date
Chairman, Board of Supervisors

ATTEST:

ATTEST:

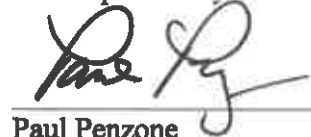
City Clerk Date

 JUL 28 2020
Fran McCarroll, 07220 Date
Clerk of the Board

Surprise Police Department

Maricopa County Sheriff's Office

Terry Young Date
Chief of Police

 7/24/20
Paul Penzone Date
Sheriff

Approved as to form:

Approved as to form:

City Attorney Date

Davina Bressler
Digitally signed by Davina Bressler
DN: cn=Davina Bressler, o=MCAO, ou=Civil
Division,
email=bressled@mcao.maricopa.gov, c=US
Date: 2020.07.02 13:06:33 -0700

Deputy County Attorney Date

RESOLUTION # 2020-111

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY, ARIZONA FOR GRANT FUNDS FOR OVERTIME TO INVESTIGATE AND TRAIN ON ILLEGAL MEDICAL MARIJUANA OPERATIONS AND AMENDING THE FISCAL YEAR 2021 BUDGET BY REALLOCATING APPROPRIATIONS OF \$95,000 WITHIN THE GRANTS FUND FROM CONTINGENCY TO PROJECT G31440.

WHEREAS, Maricopa County, Arizona, acting by and through the Maricopa County Sheriff's Department (MCSO), has received a grant from the Arizona Department of Health Services for assistance in investigating or providing training on illegal medical marijuana "dispensary" operations, marijuana grows and cannabis labs;

WHEREAS, MCSO is distributing part of those funds to other agencies (Sub-recipients) to expand the scope of enforcement of the grant;

WHEREAS, the parties desire to enter into an intergovernmental agreement in order to provide overtime funds (up to \$95,000) to the City of Surprise acting by and through the Surprise Police Department (SPD) as a Sub-recipient to facilitate the investigation of, and training about, illegal medical marijuana "dispensary" operations, marijuana grows and cannabis labs;

WHEREAS, the City of Surprise acting by and through SPD is desirous of providing the investigations and training specified in the grant and to receive monies for reimbursement of any overtime incurred in providing these activities;

WHEREAS, this grant was not anticipated and so the Surprise Police Department did not include these monies within its budget when the budget was adopted;

WHEREAS, the FY2021 budget was adopted including funding for police department operations;

WHEREAS, execution of this intergovernmental agreement will provide additional overtime funding for the police department which must be reflected in the budget;

WHEREAS, the FY2021 budget was adopted by Council Resolution #2020-63 on June 2, 2020;

WHEREAS, this action will necessitate a budget amendment; and

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2020 through June 30, 2021.

Section 2. The Intergovernmental Agreement between the City of Surprise and Maricopa County, Arizona, attached as Exhibit B, is approved.

Section 3. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

APPROVED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2020-111
Exhibit A

1. Appropriation - 1. Appropriation - The allocations below represents a reallocation of appropriations in the amount of \$95,000 from Grant Contingency within the Grants Fund to the Unlawful Medical Marijuana Traffic project within the Grants Fund to cover the projected expenditures associated with overtime expenses for specific activities associated with Unlawful Medical Marijuana Trafficking. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31440 Unlawful Medical Marijuana Traffic	E		95,000	95,000
Grants	Police	#G31440 Unlawful Medical Marijuana Traffic	R		95,000	95,000
Grants	General Operations	Contingency	E	24,206,200	(95,000)	24,111,200
Grants	General Operations	Other	R	24,636,200	(95,000)	24,541,200
Expense Total				24,206,200	-	24,206,200
Revenue Total				24,636,200	-	24,636,200

EXHIBIT B

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND MARICOPA COUNTY, ARIZONA



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 6, 2020
Submitting Department: Police
Staff Recommendations: None

Contact Person: Terry Young, POLICE CHIEF
District: Citywide

Consent: Yes	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and action pertaining to an amendment to the 2020 Intergovernmental Agreement (IGA) with the Arizona Department of Homeland Security by extending the IGA for a period of twelve months; Resolution # 2020-118.

Motion:

I move to approve Resolution# 2020-118.

Background:

In FY2020, AZ Department of Homeland Security awarded the City of Surprise funding for training and equipment associated with this grant. The grant provided \$18,000 for travel and training and \$22,000 for equipment to be used to assist the Police Department's tactical team in dealing with various situations it may encounter locally, as well as regionally, as part of the UASI program. Equipment purchases were made during the grant period; however, due to COVID-19 restrictions, some of the approved training conferences were either postponed or cancelled.

Objective Analysis:

Extension of this grant allows the Police Department to obtain and pay for tactical training for our officers. The training will greatly improve the team and their ability to address, mitigate and resolve critical incidents.

The time spent managing the grant (i.e. scheduling, tracking, and reporting) is not compensable time pursuant to the grant.

Policy Compliant:

The grant objectives are consistent with City and Council policy and the practice of supplementing the General Fund budget through use of grant funds when reasonable to do so. In addition, acceptance and utilization of these grants funds will better prepare the City to deal with unusual circumstances in the future and this is consistent with City and Council policy and practice of preparation.

Financial Impact:

Extending this one-time grant to September 30, 2021 allows a training expenditure of the FY2021 carry forward of \$11,800. There is no City match requirement.

Budget Impact:

The FY2021 adopted budget included a carry forward of \$11,800 in project FFY20 AZDOHS G31222 to be spent by September 30, 2020. Approval of this request will extend the agreement to September 30, 2021.

FTE Impact:

The number of full-time equivalents (FTE) is not impacted by this item.

ATTACHMENTS:

1. 190822-01_Surprise PD_Extension Amendment
 2. 190822-01_Surprise PD_Extension Approval
 3. 190822-01_Surprise PD_Mod Approval
 4. 190822-01 SPD CBRNE Subrecipient Agreement (signed)
 5. RESOLUTION 2020-118 Extension of 2020 UASI Grant
-

SUBRECIPIENT AGREEMENT Amendment #1
19-AZDOHS-HSGP-190822-01
Between
The Arizona Department of Homeland Security
And
Surprise Police Department (DUNS# 021648936)

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

Pursuant to Section XII of the subrecipient Agreement between the Arizona Department of Homeland Security and the subrecipient the following section of the above referenced Subrecipient Agreement is hereby amended as follows:

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2019** and shall terminate on **September 30, 2020**.

SHALL BE CHANGED TO READ:

This Agreement shall become effective on **October 1, 2019** and shall terminate on **September 30, 2021**.

All other terms of the original Subrecipient Agreement remain effective.

In Witness Whereof, the parties have set their hands to this AMENDMENT as of the day and year herein indicated and agree that all parties are obligated to follow all terms and conditions of the original subrecipient agreement and are liable for all funds received by the AZDOHS.

IN WITNESS WHEREOF

The parties hereto agree to execute this Amendment.

FOR AND BEHALF OF THE

Surprise Police Department

Authorized Signature

Date

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

Any unauthorized changes to this document will result in termination of this award.

Project Extension Request Form

Arizona Department of Homeland Security

Subrecipient Information

Subrecipient Agreement Number:	190822-01
Date of Request:	31-Aug-20
Agency:	Surprise Police Department
Point of Contact:	Lt. R. Mark Filler
Email:	mark.filler@surpriseaz.gov
Phone:	623 222 4365
Original Period of Performance:	2019
Funding Source (i.e. SHSGP/UASI/OPSG/NSGP):	UASI
Award Amount:	\$40,000.00
Amount Reimbursed to Date:	25,200

Extension Justification

1. Provide a detailed justification and explanation

for extending the period of performance.

The modification request is within the original approved budget category of training. The modification is requested due to COVID-19 restrictions and training cancellations or modifications. While we will attempt to complete the project within the original performance period, it is difficult to determine if all training can be completed due to unexpected closures and availability of training due to COVID-19 restrictions and shutdowns.

2. What is the new timeline for completion, including all major objectives? Please include specific date(s) and a deliverable for each project objective.

Objective 1:

Gain approval from COS Council to receive and allocate awarded grant funds.

Date:

Completed

Objective 2:

Initiate procurement process/processes, schedule training with vendor. All equipment has been procured and received. Some training has been cancelled and has been rescheduled or is pending rescheduling. Other training has been cancelled and alternative training has been identified and scheduled. All training should be identified, scheduled, and completed within extension period.

Date:

1-Oct-21

Objective 3:

Receive and inventory all equipment.

Date:

Completed

Objective 4:

Attend training, finalize procurement process, pay vendors, and request reimbursement.

Date:

1-Oct-21

For AZDOHS Official Use Only

Planning Section:

Quarterly Report Received:

Project Extension Request Form

Arizona Department of Homeland Security

Q1: Oct 1 - Dec 31

☒ Yes

☐ No

Q2: Jan 1 - Mar 31

☒ Yes

☐ No

Q3: Apr 1 - Jun 30

☒ Yes

☐ No

Q4: Jul 1 - Sep 30

☐ Yes

☐ No

Planner Signature:

N/A

Date:

Assistant Director Signature:

Susan Dzbanko 9/1/2020

AZDOHS Recommendation and/or Comments:

Per conversation with Mark, extension will be for 12 months, ending on 9/30/2021.

Linked to a Modification:

☒ Yes

☐ No

Extension Request:

☒ Approved

☐ Denied

Amendment Emailed To:

Mark Filler

Date: 9/1/2020

Finance Section:

RM Update:

Initials: _____

Date: _____

GIMS Update:

Initials: _____

Date: _____

Reimbursement Request Form Sent To:

Date:

Finance Signature:

Date:

Project Modification Request Form

Arizona Department of Homeland Security

Subrecipient Information

Subrecipient Agreement Number: 190822-01

Date of Request: 8/31/2020

Agency: Surprise Police Department

Point of Contact: Lt. R. Mark Filler

Email: mark.filler@surpriseaz.gov

Phone: 623 222 4365

Original Period of Performance: 2019

Funding Source (i.e. SHSGP/UASI/OPSG): UASI

Award Amount: \$40,000

Amount Reimbursed to Date: \$25,200.00

Modification Detail

Modification requests outside the original scope of the approved project will not be authorized.

1. Is the modification request within the original approved budget category (POETE)? Provide a detailed explanation.

The modification request is within the original approved budget category of training. The modification is requested due to COVID-19 restrictions and training cancellations or modifications.

2. Will the modification request allow for the project to be completed within the original performance period of the project? If not, please complete the project extension request form.

While we will attempt to complete the project within the original performance period, it is difficult to determine if all training can be completed due to unexpected closures and availability of training due to COVID-19 restrictions and shutdowns.

3. Provide a justification for the project modification. What is the modification your agency would like to make and why is the project modification being requested? Please include details.

Due to COVID-19 shutdowns, shelter-in-place orders, and travel restrictions approved training conferences have been modified or cancelled causing us to need to seek training from other vendors or in other formats.

4. Complete the Budget Narrative.

Located in the next tab

Project Modification Request Form

Arizona Department of Homeland Security

For AZDOHS Official Use Only

Planning Section:

Program Compliance Review:

☐ Allowable

☐ Unallowable

☒ N/A

Initial: _____

Date: _____

New EHP Review Required:

☐ Yes

☐ No

☒ N/A

Initial : _____

Quarterly Report Received:

Q1: Oct 1 - Dec 31

☒ Yes

☐ No

Q2: Jan 1 - Mar 31

☒ Yes

☐ No

Q3: Apr 1 - Jun 30

☒ Yes

☐ No

Q4: Jul 1 - Sep 30

☐ Yes

☐ No

Planner Signature:

Date:

Assistant Director Signature:

Susan Dzbanko

Date: 9/1/2020

**AZDOHS/RAC/UAWG/IPT Recommendation
and/or Comments:**

Modification Request:

☒ Approved

☐ Denied

EHP Notification Sent:

☐ Yes

☒ N/A

Amendment Required:

☐ Yes

☒ No

Linked to an Extension:

☒ Yes

☐ No

Modification Emailed To:

Mark Filler

Date: 9/1/2020

Is Financial Action Required:

☐ Yes

☒ No

Finance Section:

**New Reimbursement Request Form
Needed:**

☐ Yes

☒ No

Reimbursement Request Emailed To:

Date:

Report Master Update:

Initial: _____

Date: _____

GIMS Update:

Initial: _____

Date: _____

Finance Signature:

Date:

Subrecipient Agreement Number:	190822-01
Award Amount:	\$40,000.00

<u>Budget Category</u> <u>(POETE)</u>	<u>Description</u>	<u>Current</u> <u>Budget</u>	<u>Original</u> <u>Quantity</u>	<u>Difference</u>	<u>Proposed</u> <u>Budget</u>	<u>Proposed</u> <u>Quantity</u>
<u>Planning</u>						
		\$0		\$0	\$0	
		\$0		\$0	\$0	
		\$0		\$0	\$0	
		\$0		\$0	\$0	
		\$0		\$0	\$0	
<u>Organization</u>		\$0		\$0	\$0	
		\$0		\$0	\$0	
		\$0		\$0	\$0	
<u>Exercise</u>		\$0		\$0	\$0	
		\$0		\$0	\$0	
		\$0		\$0	\$0	
		\$0		\$0	\$0	
		\$0		\$0	\$0	
<u>Training</u>		\$0		\$0	\$0	
NTOA Conference	tuition and coferece fees for operators to include travel. Members will now attend Webinar based event.	\$4,700		-\$2,696	\$2,004	
TTPOA Conference	tuition and coferece fees for operators to include travel. Conference was cancelled.	\$4,700		-\$4,700	\$0	
FETT Breaching School	All members attended school as proposed.	\$3,200		\$0	\$3,200	
NTOA Negotiators Conference	tuition and conference fees for negotiators to attend.	\$2,920		\$0	\$2,920	
PATC Hostage negotiations Conference	negotiators attended as planned.	\$2,480		\$0	\$2,480	
NTOA SWAT TL School	TL school will replace classes available for operators to better understand tactical planning, and deployment to terror events.			\$2,700	\$2,700	

NTOA LL/FSDD, Chem agent school	This course will replace courses at NTOA and TTPOA conference to better enable response to events related to domestic terror and public unrest			\$2,196	\$2,196	
CATO LL/Chem agent school	This course will replace courses at NTOA and TTPOA conference to better enable response to events related to domestic terror and public unrest			\$2,500	\$2,500	
<u>Equipment (include AEL# below)</u>		\$0		\$0	\$0	
0CP-03-PRAC	Communications Headset	\$1,500		\$0	\$1,500	2
12VE-00-MISS	UTV	\$18,999		\$0	\$18,999	1
07CD-01-DPMG	Multi-Gas Detector	\$1,501		\$0	\$1,501	1
		\$0		\$0	\$0	
		\$0		\$0	\$0	
		\$0		\$0	\$0	
<u>M & A</u>		\$0		\$0	\$0	
		\$0		\$0	\$0	
		\$0		\$0	\$0	
		\$0		\$0	\$0	
		\$40,000		\$0	\$40,000	

SUBRECIPIENT AGREEMENT

19-AZDOHS-HSGP-190822-01

Between

The Arizona Department of Homeland Security

And

Surprise Police Department (DUNS# 021648936)

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Surprise Police Department** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2019** and shall terminate on **September 30, 2020**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: **"CBRNE Sustainment, FFY19, Surprise PD"** and funded at **\$40,000** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2019-SS-00002-S01 and CFDA #97.067:

- a. Provide up to **\$40,000** to the Subrecipient for services provided under Paragraph III.
- b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the Subrecipient shall be for only the amount of dollars actually spent by the Subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. 35-214 and 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 USC 7501-7507) as amended by the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 C.F.R. 200.501, the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

e) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

VII. APPLICABLE STANDARDS AND REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO) and Code of Federal Regulations (C.F.R.) 2 C.F.R. 200. The NOFO for this program is hereby incorporated into this Agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO and all other applicable law.

Davis Bacon Act

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <https://www.dol.gov/whd/govcontracts/dbra.htm>.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 C.F.R. 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal (Subrecipient) entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See FEMA publication FP 108-023-1, titled "Environmental Planning and Historic Preservation (EHP) Policy Guidance," available at https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf.

f. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Federal Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic

Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review. In addition, the following provisions must be adhered to:

Consultants/Trainers/Training Providers

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 C.F.R. 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

Contractors/Subcontractors

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 C.F.R. 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which may result in litigation related in any way to this Agreement.

Travel Costs

All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of the Subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the Subrecipient. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov/travel>.

Procurement

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: <https://azdohs.gov/grant-program-forms>.

Training and Exercise

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.
- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 (Project 25) standards;
- b) SAFECOM Guidance (see <https://www.dhs.gov/safecom>);
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. 41-4401—immigration laws and E-Verify requirement.

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, the grant application as approved by AZDOHS, and 2 C.F.R. 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 C.F.R. 200.313 - Equipment. Any loss, damage, or theft shall be investigated by Subrecipient and reported by Subrecipient to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form shall be submitted to AZDOHS by Subrecipient.
- b) Nonexpendable Property/Equipment and Capital Assets:
 - a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 - b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at <https://azdohs.gov/grant-program-forms>. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 - a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported by Subrecipient to AZDOHS immediately.
 - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted by Subrecipient to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form to AZDOHS and receive approval prior to the disposition. The Equipment Disposition Guidance and Request Form can be found at <https://azdohs.gov/grant-program-forms>.
- f) Equipment Record Retention
Pursuant to 2 C.F.R. 200.333(c), records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs

The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that use of grant funds for any indirect costs that may be incurred must be in accordance with 2 C.F.R. 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.
- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient is to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports

The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at <https://azdohs.gov/grant-program-forms>. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire project is completed. If the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report

should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application as approved by AZDOHS. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.
- c) Quarterly Programmatic Reports are due:
January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)
- d) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).
- e) Property Control Form – if applicable:
The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.
 - a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The Subrecipient's use and disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200.313.
- f) Financial Reimbursements
The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar days** after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written agreement of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 C.F.R. 200.313.

Article B – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. 6962) and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. section 4304 and 4310.

Article E - Use of DHS Seal, Logo and Flags

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article F - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act, P.L. 107-56), which amends 18 U.S.C. section 175-175c.

Article G – Universal Identifier and System of Award Management (SAM)

Subrecipient hereby acknowledges and agrees that it must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article H - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article I - Rehabilitation Act of 1973

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, P. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. 794), which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article J - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104). The award term is located at 2 C.F.R. Part 175.15, the full text of which is incorporated here by reference.

Article K - Terrorist Financing

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and all U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with all such laws and U.S. Executive Order 13224.

Article L - SAFECOM

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article M - Reporting Subawards and Executive Compensation

All subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article N – Department and Suspension

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article O - Copyright

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article P - Civil Rights Act of 1964 - Title VI

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)

The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII it collects. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, P.L. No. 101-336 (1990) (codified as amended at 42 U.S.C. 12101-12213), which prohibit subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article S - Age Discrimination Act of 1975

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article U - Acknowledgement of Federal Funding from DHS

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS and/or AZDOHS.
2. Subrecipient hereby agrees to give DHS access and AZDOHS to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS and AZDOHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article X - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, P.L. 96-517, codified in 35 U.S.C. 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. 401.14.

Article Y – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article Z – National Environmental Policy Act

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. Parts 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AA - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article AB - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article AC - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990 and the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

Article AD - Fly America Act of 1974

The Subrecipient hereby acknowledges and agrees that it must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article AE - Federal Leadership on Reducing Text Messaging while Driving

All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in U.S. Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AF - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article AG - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 31 U.S.C. 3801-3812 which details the administrative remedies for false claims and statements made.

Article AH - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. 6201 et. seq.) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AI - Education Amendments of 1972 (Equal Opportunity In Education Act) – Title IX

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AJ - Duplication of Benefits

Any cost allocable to a particular Federal award, provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article AK - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply with the drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8106).

Article AL - Civil Rights Act of 1968

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. 100.201).

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period, which may not be changed except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent and ability to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association

("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. A party invoking the right to terminate shall provide written thirty (30) day advance notice of the termination and the reasons for it to the other party.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met, then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the Subrecipient.

XXXVI. SPECIAL CONDITIONS

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).
- c) The Subrecipient agrees to comply with the U.S. Department of Homeland Security regulation 6 C.F.R Part 19, which prohibits discrimination based on religion in social service programs

XXXVII. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Lieutenant Mark Filler

Enter Title, First & Last Name Above

Surprise Police Department

Enter Agency Name Above

14250 W. Statler Plaza, Suite 103

Enter Street Address Above

Surprise, AZ 85374

Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Surprise Police Department

Enter Agency Name Above

Authorized Signature Above

Terry Young, Police Chief

Print Name & Title Above

11-20-2019

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia

Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

Project Administration Page

Grant #: **190822-01**

Subrecipient: **Surprise Police Department**

Project Title: **CBRNE Sustainment, FFY19, Surprise PD**

Grant Program: **Urban Area Security Initiative**

1. Unit of Government: **Surprise Police Department**

Point of Contact: **Mark Filler**

Subrecipient Address:

Street: **14250 Statler Plaza Suite 103**

City/State/Zip: **Surprise, AZ 85374-7481**

Head of Agency: **Police Chief Terry Young**

Authorized individual has delegated authority to make application on behalf of the agency.

Phone #: **(623) 222-4020**

E-mail Address: terry.young@surpriseaz.gov

2. Organizational Type: **Local Government / Municipality**

3. Region or Entity: **Phoenix UASI**

4. Initiative Title: **Strengthen CBRNE Detection, Response & Decontamination Capabilities**

5. Total Dollar Amount Requested: **\$71,552** Total Dollar Amount Awarded: **\$40,000**

This form is to be signed and returned.

Project Administration Page

Grant #: 190822-01

Subrecipient: **Surprise Police Department**

Project Title: **CBRNE Sustainment, FFY19, Surprise PD**

Grant Program: **FFY 2019 Homeland Security Grant Program Award**

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines and the Subrecipient Agreement. The signatures indicate the subrecipient agrees to the additional grant requirements outlined in the award letter. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

RANDOLPH R. BOOY

Subrecipient Project Point of Contact:

Mark Filler

Print Name



Signature

11/20/19

Date

AZDOHS Staff:

Susan Dzbanko

Print Name

Signature

Date

Award Funded as Follows:

	Requested Totals	Awarded Totals
Equipment	\$50,932	\$22,000
Training	\$20,620	\$18,000
Exercise	\$0	\$0
Planning	\$0	\$0
Organization	\$0	\$0
M & A	\$0	\$0
Award Total	<u>\$71,552</u>	<u>\$40,000</u>

This form is to be signed and returned.

RESOLUTION # 2020-118

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN EXTENSION AMENDMENT FOR 12 MONTHS OF THE 2020 INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY FOR THE PURCHASE OF EQUIPMENT AND PROCUREMENT OF TRAINING.

WHEREAS, last year the parties entered into an intergovernmental grant agreement in order to facilitate the purchase of equipment and procurement of training by the City of Surprise acting through its Police Department;

WHEREAS, during the grant period, all the equipment was able to be purchased, but some of the training was not procured because of training postponements and cancellations due to Covid-19 which resulted in an unused balance of \$11,164; and

WHEREAS, the Arizona Department of Homeland Security is willing to extend the grant period for an additional 12 months to allow for the procurement of the remaining training subject to City Council approval.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. The Intergovernmental Agreement between the City of Surprise and the Arizona Department of Homeland Security, attached as Exhibit A, is approved.

Section 2. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

APPROVED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND THE ARIZONA DEPARTMENT OF
HOMELAND SECURITY



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 6, 2020
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW
District: District 5

Consent: Yes Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to an amendment of the Fiscal Year 2021 budget by reallocating appropriations of \$693,900 associated with the Police Training Center Project P31020 to the Public Safety Evidence Readiness Center (PSERC) project budget P31030, Resolution # 2020-124.

Motion:

I move to approve Resolution # 2020-124.

Background:

Both projects are approved in the FY2021 and part of the 2017 General Obligation Bond initiative. A change in the site location of the Police Training facility to an existing building at the same site of the Public Safety Evidence and Readiness Center has been made. This created some savings in the Police Training Center budget due to a less invasive overall construction project and efficiencies with construction timelines. This transfer will allow the Public Safety Evidence and Readiness Center project to meet the needed construction budget.

Objective Analysis:

This amendment does not increase or decrease both allows for a proper adjustment to costs associated with both projects.

Policy Compliant:

This item is compliant with the City's financial policies for capital projects and budget amendments.

Financial Impact:

This budget amendment will allow for an increase in one-time expenses of \$693,900 for capital project P31030 Public Safety Evidence Readiness Center Facility (PSERC) Facility and a decrease in one-time expenses of \$ 693,900 for capital project P31020 Police Training Facility.

Budget Impact:

If approved, this item will amend the FY2021 adopted budget by moving appropriation from Project P31020 - Police Training Center Project to Project 31030 - Public Safety Evidence Readiness Center (PSERC) in the amount of \$693,900 and amending the FY2021 Contact Awarding Authority List. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. Resolution 2020-124 PSERC- final
-

RESOLUTION # 2020-124

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2021 BUDGET BY ALLOCATING APPROPRIATIONS OF \$693,900 FROM PROJECT P31020 – POLICE TRAINING FACILITY TO PROJECT P31030 – PUBLIC SAFETY EVIDENCE AND READINESS CENTER FACILITY AND AMENDING THE FISCAL YEAR 2021 CONTRACT AWARDING AUTHORITY LIST.

WHEREAS, the FY2021 budget was approved for these capital projects;

WHEREAS, a change in the site location has created some savings in the Police Training Facility project P31020;

WHEREAS, this transfer will allow the Public Safety Evidence and Readiness Center Facility project P31030 to meet the needed construction budget;

WHEREAS, the FY2021 budget was adopted by Council Resolution #2020-63 on June 2, 2020;

WHEREAS, this action will necessitate a budget amendment; and

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2020 through June 30, 2021.

APPROVED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2020-124

Exhibit A

1. Appropriation - Budget Transfer between Bond Projects P31020 Police Training Facility and P31030 Public Safety Evidence and Readiness Center. A change in the site location of the Police Training created some savings in the Police Training Center budget. This transfer will allow the Public Safety Evidence and Readiness Center project to meet the needed construction budget. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Public Safety Election 2017	Police	#P31020 Police Training Facility	E	1,863,700	(693,900)	1,169,800
Public Safety Election 2017	Police	#P31030 Public Safety Evidence & Readiness	E	8,302,500	693,900	8,996,400

2. Contract Awarding Authority List - Council approved \$ 8,500,000 for the purpose of PSERC Facility and \$ 2,000,000 for the purpose of Police Training Facility included on the Fiscal Year 2021 Contract Awarding Authority List. This amount is based on anticipated design and construction expenses. This resolution provides authorization to add \$693,900 to project reference number 21162, P31030 Public Safety and Evidence Readiness Center Facility (PSERC Facility) and to decrease project reference number 21161, P31020 Police Training Facility by \$693,900.

Reference#	Description	Current Amount	Increase/ (Decrease)	Amended Amount
21161	Police Training Facility	\$ 2,000,000	\$ (693,900)	\$ 1,306,100
21162	PSERC Facility	\$ 8,500,000	\$ 693,900	\$ 9,193,900



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 6, 2020
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW
District: District 1

Consent: Yes	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and action pertaining to the conditional acceptance of certain street and public utility improvements at Austin Ranch East Phase 2 Parcels 9, 10 & 11, generally located at W. Pinnacle Peak Road and N. Citrus Road; Resolution # 2020-121.

Motion:

I move to approve Resolution # 2020-121.

Background:

The Public Works Department conducted the final inspection of the public improvements for Austin Ranch East Phase 2 Parcels 9, 10 & 11, generally located at W. Pinnacle Peak Road and N. Citrus Road on or about August 24, 2020 totaling 51,990 SY (approximately 16,648 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete, storm drain and wastewater lines. Domestic water lines are located within the Beardsley Water jurisdiction.

Objective Analysis:

The improvements for this property provide roadways for conveyance through the property, storm drains to convey stormwater to retention basins, and sewer lines to convey wastewater from the property to the City's public system. This action will accept the required infrastructure. The domestic water serving the property is within Beardsley Water jurisdiction.

Policy Compliant:

City Code generally requires development to install public infrastructure required to serve the development. Upon completion and acceptance of such infrastructure, the infrastructure becomes the property of the City. Acceptance of this infrastructure will officially transfer ownership and future maintenance to the City.

Financial Impact:

Acceptance of streets, sewer, and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$3,082,263.00.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported from the city's HURF, Wastewater Operations, and Stormwater Operations Funds. The anticipated incremental additional maintenance expense associated with the acceptance of these infrastructure items will be incorporated in future year budgets.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01_Res 2020-121 Accept Infra Austin Ranch East Ph2, P 9-11
 2. 02_Notice of Completion Letter
 3. 03_Inspector Sign-Off Form
-

RESOLUTION # 2020-121

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER A ONE YEAR WARRANTY AT AUSTIN RANCH EAST PHASE 2 PARCELS 9, 10 & 11, GENERALLY LOCATED AT W. PINNACLE PEAK ROAD AND N. CITRUS ROAD.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Austin Ranch East Phase 2 Parcels 9, 10 & 11" on, October 16, 2018;

WHEREAS, Courtland Homes, Inc., an Arizona Corporation, the developer of Austin Ranch East Phase 2 Parcels 9, 10 & 11, dedicated to the City the street and public utility improvements, generally located at W. Pinnacle Peak Road and N. Citrus Road;

WHEREAS, on or about August 24, 2020, the City of Surprise Public Works Department Engineering Division completed an inspection of the public improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

WHEREAS, the City of Surprise notes that the one-year warranty period will commence upon conditional acceptance by the City; and

WHEREAS, after the conclusion of the one-year warranty period, the City of Surprise will release the warranty and begin maintenance of the street and public utility improvements.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. The City of Surprise conditionally accepts the street and public utility improvements generally located as depicted on the map attached as Exhibit A and listed on Exhibit B.

Section 2. Upon final acceptance by the City Engineer, the City Council hereby directs the City to release warranty and begin maintenance of the street and public utility improvements.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

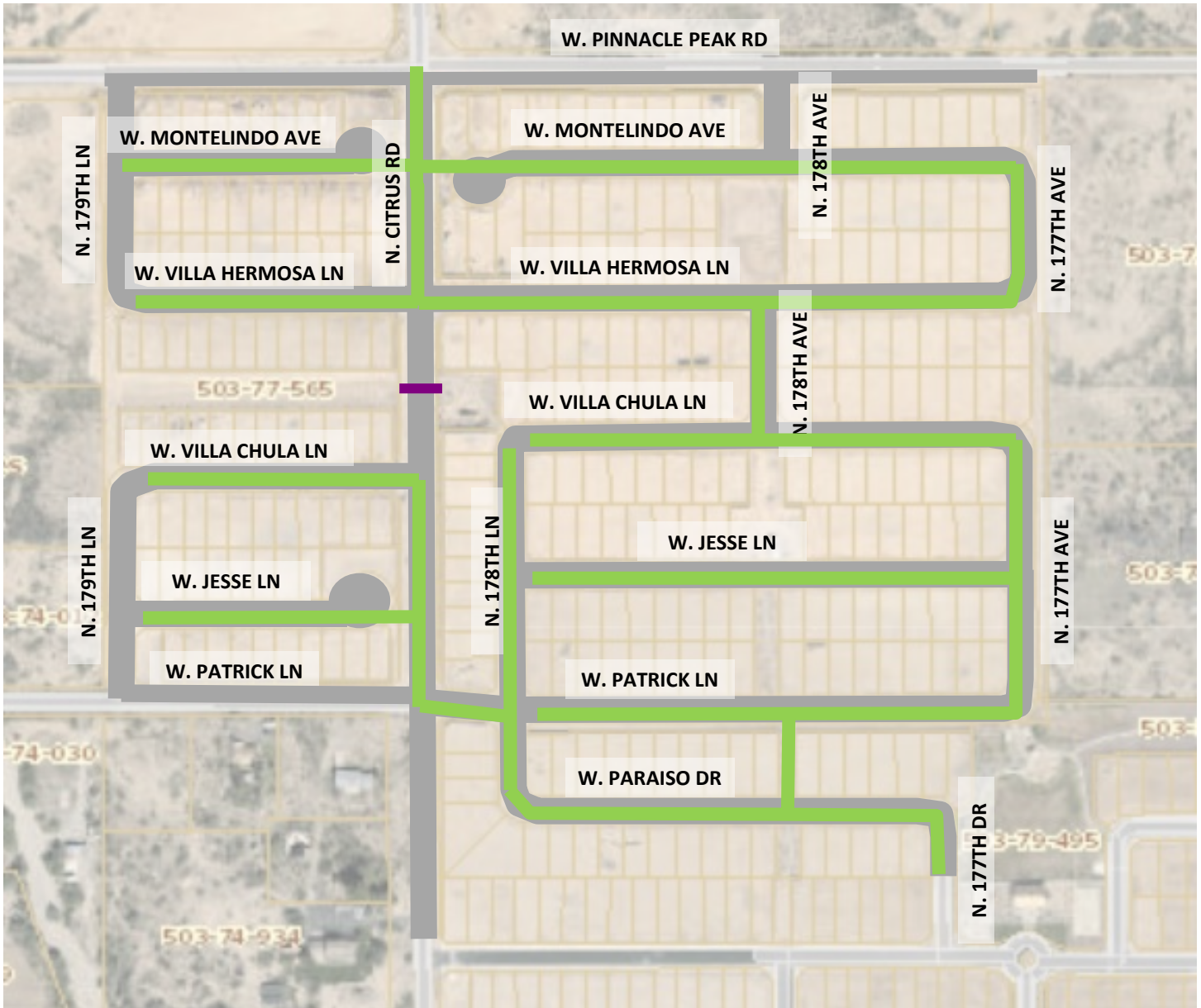
Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

AUSTIN RANCH EAST PHASE 2

PARCELS 9, 10 & 11



INFRASTRUCTURE TO

BE ACCEPTED:

- SEWER
- STORM DRAIN
- ROADWAY

VICINITY MAP

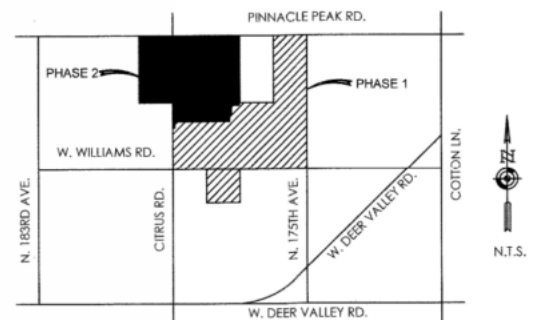


EXHIBIT B

List and Cost of Improvements



EXHIBIT B

ENGINEERING DIVISION
PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623-222-6150

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 09/04/2020
Re: Austin Ranch East Phase 2 Parcels 9, 10 & 11

The public improvements for the above project have been completed and are tentatively scheduled for the October 6, 2020 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

City Concrete - \$1,030,511.00
City Drainage - \$12,468.00
City Paving - \$1,332,287.00
City Sewer - \$706,997.00

Total - \$3,082,263.00

August 28, 2020

Courtland Homes Inc.
4160 W Kitty Hawk
Chandler, AZ 85226

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR AUSTIN RANCH
EAST PHASE 2 PARCEL 9, 10 & 11 – FS18-263**

The City of Surprise Public Works Department has completed the inspection of the public utility improvements for the above referenced project. These improvements are in substantial compliance with the approved plans and specifications. Council action is required prior to conditional acceptance and the official beginning of the warranty period. The time frame for Council action is approximately 90 days after the following items have been submitted:

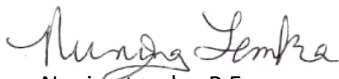
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

A notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant. The warranty period starts upon council acceptance for a period of one (1) years; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

A letter of conditional acceptance and notification that the warranty period has begun will be forwarded upon the completion of council acceptance. Also, a request to release the associated completion assurance will be made; notification will be sent when assurance document is available for pick up.

If you have any questions or concerns, you can reach me at 623-222-6148 or at nuning.lemka@surpriseaz.gov.

Sincerely,



Nuning Lemka, P.E.
Engineering Manager

cc: Kristin Tytler, Assistant PW Director/City Engineer
David Mobley, PW Field Engineering Supervisor
David Kohlbeck, PW Business Manager
Lee Lambert, Water Resource Management
Warren Bert, GIS

Mike Gent, Deputy City Manager/PW Director
John McFarland, PW Streets Manager
Jon Gake, Finance
Michael Boule – Water Resource Management
William Valdez – PW Civil Inspector



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 8/20/2020 Commercial ☐ Commercial w/Offsite ☒ Residential

XX ☒ COMPLETION ACCEPTANCE (End of Construction) FINAL ACCEPTANCE (End of Warranty)

4/3/2020 Date of Punch-List Walk 8/14/2020 Date Punch-List Completed

FS Number: FS18-263 Permit Number(s): E18P-0781,E18P-0780,E18P-0782,E18P-0785

Project Name: Austin Ranch East Phase 2 Parcels 9, 10, and 11

Project Developer/Builder: (Name, Address, and Phone #)

Courtland Homes, Inc., 4160 Kitty Hawk Street, Chandler, Arizona 85226

Sheet 1 of 4

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest 1/4 mi.	Features
Paraiso Lane	Local	177th Dr	178th Lane	2	1/4	
Patrick Lane	Local	177th Ave	179th Lane	2	1/2	
Citrus Road	Collector	Sta 10+62.00	Pinnacle Peak Road	2	1/2	
Jessie Lane	Local	177th Ave	178th Lane	2	1/4	
Jessie Lane	Local	Cul de Sac	179th Lane	2	1/4	

MATERIALS:

Asphalt: Markham Supplier 11.5 Total Lane Miles 53,595 Total Square Yards

Water: 8" C-900 Size/Type 12,316 Total Linear Feet 6" DIP Size/Type 348 Total Linear Feet

Sewer: 8" PVC Size/Type 7,072 Total Linear Feet 12" PVC Size/Type 248 Total Linear Feet

15" PVC Size/Type 4,567 Total Linear Feet 4" PVC Size/Type 8,670 Total Linear Feet

Storm: 24" RGRCP Size/Type 171 Total Linear Feet

Fire Ln: N/A Size/Type 0 Total Linear Feet

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

XX ☒ Copy of Punch List

N/A ☐ Final Certification Letter from Engineer of Record

XX ☒ Complete Geotechnical Testing Packet

XX ☒ Sewer Pressure Testing Results

XX ☒ Sewer Manhole Vacuum Testing Certification

XX ☒ Sewer Manhole Insecticide Certification

XX ☒ Sewer Videos with Operators Notes (inc. re-videos)

XX ☒ Other Water Purveyor is Beardsley Water (Specify)

XX ☒ AOC

XX ☒ Asphalt Concrete Ticket w/ Name of Contractor

XX ☒ Streetlight Energize Letter

XX ☒ As built Documents (PDF copy on CD)

XX ☒ As Built Documents in PDF format (copy on CD)

XX ☒ Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: William Valdez

Date: 8/20/2020

Civil Engineering Supervisor: [Signature]

Date: 08/24/2020



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 8/20/2020 _____ Commercial _____ Commercial w/Offsite XX Residential

XX COMPLETION ACCEPTANCE (End of Construction) _____ FINAL ACCEPTANCE (End of Warranty)

4/3/2020 Date of Punch-List Walk 8/14/2020 Date Punch-List Completed

FS Number: FS18-263 Permit Number(s): See Sheet 1

Project Name: See Sheet 1

Project Developer/Builder: (Name, Address, and Phone #)

Sheet 2 of 4

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Villa Chula Lane	Local	177th Ave	178th Lane	2	1/4	
Villa Chula Lane	Local	Citrus Road	179th Lane	2	1/4	
Villa Hermosa Lane	Local	177th Ave	179th Lane	2	1/2	
Monte Lindo Ave	Local	177th Ave	Cul De Sac	2	1/4	
Monte Lindo Ave	Local	Cul De Sac	179th Lane	2	1/4	

MATERIALS:

Asphalt: See Sheet 1 Supplier _____ Total Lane Miles _____ Total Square Yards _____

Water: _____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

_____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

Sewer: _____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

_____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

Storm: _____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

_____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

Fire Ln: _____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

- _____ Copy of Punch List
- _____ Final Certification Letter from Engineer of Record
- _____ Complete Geotechnical Testing Packet
- _____ Sewer Pressure Testing Results
- _____ Sewer Manhole Vacuum Testing Certification
- _____ Sewer Manhole Insecticide Certification
- _____ Sewer Videos with Operators Notes (inc. re-videos)
- _____ Other Sheet 2 of 4 _____ (Specify)
- _____ AOC
- _____ Asphalt Concrete Ticket w/ Name of Contractor
- _____ Streetlight Energize Letter
- _____ As built Documents (PDF copy on CD)
- _____ As Built Documents in PDF format (copy on CD)
- _____ Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: William Valdez

Date: 8/20/2020

Civil Engineering Supervisor: Muning Janku

Date: 08/24/2020



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 8/20/2020 Commercial ☐ Commercial w/Offsite ☒ Residential

☒ COMPLETION ACCEPTANCE (End of Construction) ☐ FINAL ACCEPTANCE (End of Warranty)

4/3/2020 Date of Punch-List Walk 8/14/2020 Date Punch-List Completed

FS Number: FS18-263 Permit Number(s): See Sheet 1

Project Name: See Sheet 1

Project Developer/Builder: (Name, Address, and Phone #)

Sheet 3 of 4

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest 1/4 mi.	Features
Pinnacle Peak Road	Collector	Sta 29+38.68	Sta 8+81.85	2	1/2	
177th Ave	Local	Patrick Lane	Villa Chula Lane	2	1/4	
177th Ave	Local	Villa Hermosa Lane	Monte Lindo Ave	2	1/4	
177th Dr	Local	Sta1+20.80	Paraiso Lane	2	1/4	
178th Ave	Local	Villa Chula Lane	Villa Hermosa Lane	2	1/4	

MATERIALS:

Asphalt: See Sheet 1 Supplier Total Lane Miles Total Square Yards

Water: Size/Type Total Linear Feet Size/Type Total Linear Feet

Sewer: Size/Type Total Linear Feet Size/Type Total Linear Feet

Storm: Size/Type Total Linear Feet Size/Type Total Linear Feet

Fire Ln: Size/Type Total Linear Feet Size/Type Total Linear Feet

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☐ Copy of Punch List ☐ AOC

☐ Final Certification Letter from Engineer of Record ☐ Asphalt Concrete Ticket w/ Name of Contractor

☐ Complete Geotechnical Testing Packet ☐ Streetlight Energize Letter

☐ Sewer Pressure Testing Results ☐ As built Documents (PDF copy on CD)

☐ Sewer Manhole Vacuum Testing Certification ☐ As Built Documents in PDF format (copy on CD)

☐ Sewer Manhole Insecticide Certification ☐ Updated asbuilt CAD base files (copy on CD)

☐ Sewer Videos with Operators Notes (inc. re-videos)

☐ Other Sheet 3 of 4 (Specify)

APPROVAL:

Civil Inspector: William Valdez

Date: 8/20/2020

Civil Engineering Supervisor: [Signature]

Date: 08/24/2020



PROJECT SIGN OFF FORM
PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 8/20/2020 ☐ Commercial ☐ Commercial w/Offsite ☒ Residential

☒ COMPLETION ACCEPTANCE (End of Construction) ☐ FINAL ACCEPTANCE (End of Warranty)

4/3/2020 Date of Punch-List Walk 8/14/2020 Date Punch-List Completed

FS Number: FS18-263 Permit Number(s): See Sheet 1

Project Name: See Sheet 1

Project Developer/Builder: (Name, Address, and Phone #)

Sheet 4 of 4

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
178th Ave	Local	Monte Lindo Ave	Pinnacle Peak Road	2	1/4	
178th Lane	Local	Paraiso Lane	Villa Chula Lane	2	1/4	
179th Lane	Local	Patrick Lane	Villa Chula Lane	2	1/4	
179th Lane	Local	Villa Hermosa Lane	Pinnacle Peak Road	2	1/4	

MATERIALS:

Asphalt: _____ Supplier _____ Total Lane Miles _____ Total Square Yards

Water: _____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

_____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

Sewer: _____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

_____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

Storm: _____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

_____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

Fire Ln: _____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

- | | |
|---|--|
| ☐ Copy of Punch List | ☐ AOC |
| ☐ Final Certification Letter from Engineer of Record | ☐ Asphalt Concrete Ticket w/ Name of Contractor |
| ☐ Complete Geotechnical Testing Packet | ☐ Streetlight Energize Letter |
| ☐ Sewer Pressure Testing Results | ☐ As built Documents (PDF copy on CD) |
| ☐ Sewer Manhole Vacuum Testing Certification | ☐ As Built Documents in PDF format (copy on CD) |
| ☐ Sewer Manhole Insecticide Certification | ☐ Updated asbuilt CAD base files (copy on CD) |
| ☐ Sewer Videos with Operators Notes (inc. re-videos) | |
| ☐ Other <u>Sheet 4 of 4</u> | (Specify) |

APPROVAL:

Civil Inspector: William Valdez

Date: 8/20/2020

Civil Engineering Supervisor: [Signature]

Date: 08/24/2020



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 6, 2020
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW
District: District 3

Consent: Yes	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and action pertaining to the conditional acceptance of street and public utility improvements at Tractor Supply – Surprise, generally located at N. Cotton Lane and W. Custer Lane. Resolution # 2020-123.

Motion:

I move to approve Resolution # 2020-123.

Background:

The Public Works Department conducted the final inspection of the public improvements for Tractor Supply – Surprise, generally located at N. Cotton Lane and W. Custer Lane on or about July 13, 2020 totaling 2,347 SY (approximately 760 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete, and wastewater lines. Domestic water lines are located within the Epcor water jurisdiction.

Objective Analysis:

The improvements for this property provide roadways for conveyance through the property and sewer lines to convey wastewater from the property to the City's public system. This action will accept the required infrastructure. The domestic water serving the property is within the EPCOR water jurisdiction.

Policy Compliant:

City Code generally requires development to install public infrastructure required to serve the development. Upon completion and acceptance of such infrastructure, the infrastructure becomes the property of the City. Acceptance of this infrastructure will officially transfer ownership and future maintenance to the City.

Financial Impact:

Acceptance of streets and sewer infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$279,593.70.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported from the city's HURF and Wastewater Operations Funds. The anticipated incremental additional maintenance expense associated with the acceptance of these infrastructure items will be incorporated in future year budgets.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01_Res 2020-123 Accept Infra Tractor Supply
 2. 02_Notice of Completion Letter
 3. 03_Inspector Sign-Off Form
-

RESOLUTION # 2020-123

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER A ONE YEAR WARRANTY AT TRACTOR SUPPLY COMPANY - SURPRISE, GENERALLY LOCATED AT N. COTTON LANE AND W. CUSTER LANE.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Tractor Supply Company - Surprise" on, January 21, 2020;

WHEREAS, Suburban Land Reserve, Inc., a Utah Corporation, the developer of Tractor Supply - Surprise, dedicated to the City the street and public utility improvements, generally located at N. Cotton Lane and W. Custer Lane;

WHEREAS, on or about July 13, 2020, the City of Surprise Public Works Department Engineering Division completed an inspection of the public improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

WHEREAS, the City of Surprise notes that the one-year warranty period will commence upon conditional acceptance by the City; and

WHEREAS, after the conclusion of the one-year warranty period, the City of Surprise will release the warranty and begin maintenance of the street and public utility improvements.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. The City of Surprise conditionally accepts the street and public utility improvements generally located as depicted on the map attached as Exhibit A and listed on Exhibit B.

Section 2. Upon final acceptance by the City Engineer, the City Council hereby directs the City to release warranty and begin maintenance of the street and public utility improvements.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

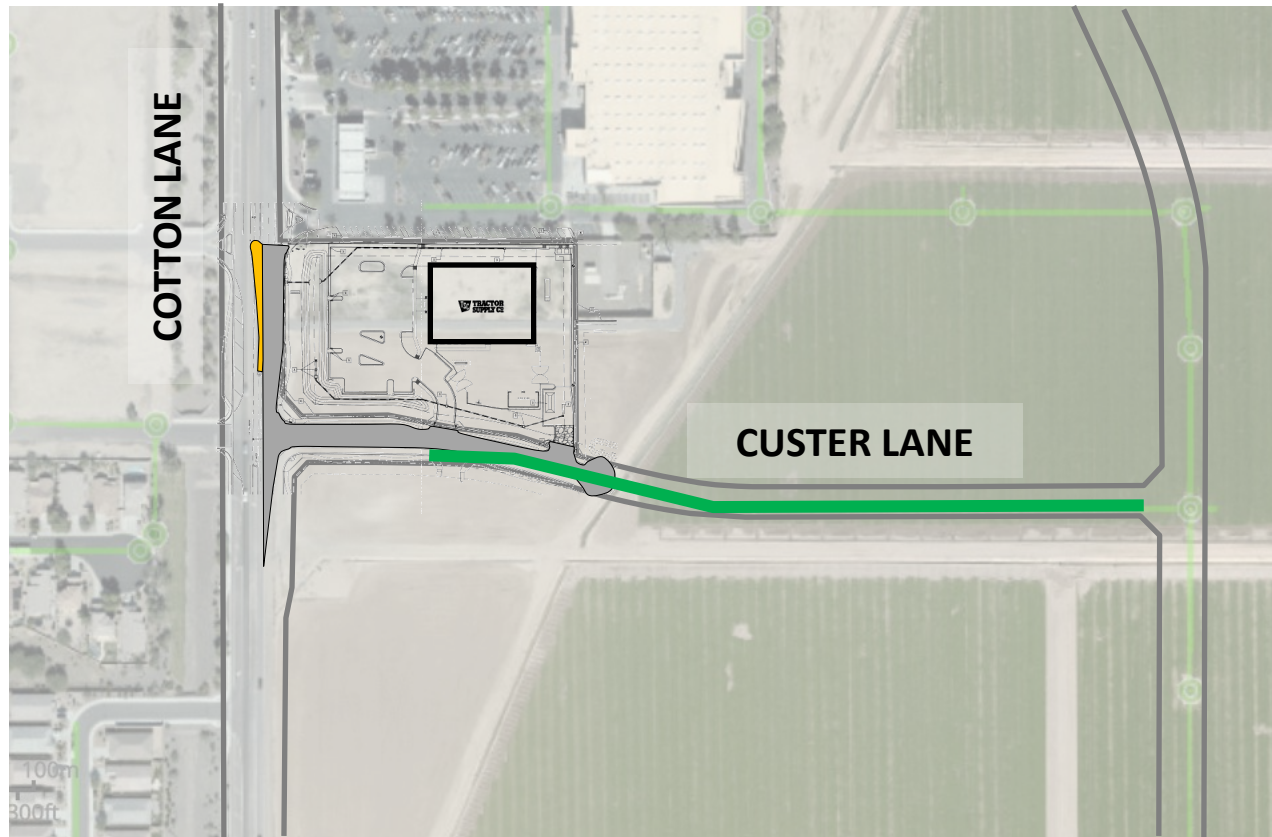
Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

EXHIBIT A

TRACTOR SUPPLY - SURPRISE



INFRASTRUCTURE TO BE ACCEPTED:

- SEWER
- ROADWAY
- MEDIAN



EXHIBIT B

List and Cost of Improvements



EXHIBIT B

ENGINEERING DIVISION
PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623-222-6150

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 9/8/2020
Re: Tractor Supply - Surprise

The public improvements for the above project have been completed and are tentatively scheduled for the October 6, 2020 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

City Concrete - \$69,843.00
City Pavement - \$102,755.70
City Sewer - \$106,995.00

Total \$279,593.70

July 29, 2020

Surprise Development Group, LLC
155 W. New York Ave, #200
Southern Pines, NC 28387

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR TRACTOR SUPPLY
COMPANY AT PRASADA – FS19-542**

The City of Surprise Public Works Department has completed the inspection of the public utility improvements for the above referenced project. These improvements are in substantial compliance with the approved plans and specifications. Council action is required prior to conditional acceptance and the official beginning of the warranty period. The time frame for Council action is approximately 90 days after the following items have been submitted:

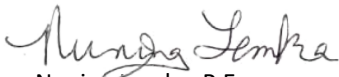
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

A notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant. The warranty period starts upon council acceptance for a period of two (2) years; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

A letter of conditional acceptance and notification that the warranty period has begun will be forwarded upon the completion of council acceptance. Also, a request to release the associated completion assurance will be made; notification will be sent when assurance document is available for pick up.

If you have any questions or concerns, you can reach me at 623-222-6148 or at nuning.lemka@surpriseaz.gov.

Sincerely,



Nuning Lemka, P.E.
Engineering Manager

cc: Kristin Tytler, Assistant PW Director/City Engineer
David Mobley, PW Field Engineering Supervisor
David Kohlbeck, PW Business Manager
Lee Lambert, Water Resource Management
Warren Bert, GIS

Mike Gent, Deputy City Manager/PW Director
John McFarland, PW Streets Manager
Jon Gake, Finance
Michael Boule - Water Resource Management



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 7/13/2020 Commercial ☐ Commercial w/Offsite ☒ Residential ☐
☒ COMPLETION ACCEPTANCE (End of Construction) ☐ FINAL ACCEPTANCE (End of Warranty)
6/13/2020 Date of Punch-List Walk 7/13/2020 Date Punch-List Completed

FS Number: FS19-542 Permit Number(s): E20P-0011,0019,0018,0017,0016,0014
 Project Name: Tractor Supply Company at Prasada
 Project Developer/Builder: (Name/Email, Address)
Buffalo Construction
6060 Dutchoyans Ln 300, Louisville KY 40205

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest 1/4 mi.	Features
Cotton Lane	Collector	STA: 18+96.52	STA: 24+33.72	2	1/4	Median
Custer Lane	Collector	Cotton Lane	STA: 26+07.01	2	1/4	

MATERIALS:

Asphalt: Cal Mat Materials Supplier 1 Total Lane Miles 21,128 Total Square Yards
 Water: 12" DIP Size/Type 1,022' Total LF Size/Type Total LF
 Size/Type Total LF Size/Type Total LF
 Sewer: 8" PVC Size/Type 1,123' Total LF Size/Type Total LF
 Size/Type Total LF Size/Type Total LF
 Storm: N/A Size/Type Total LF Size/Type Total LF
 Size/Type Total LF Size/Type Total LF
 Fire Ln: 8" DIP Size/Type 192' Total LF Size/Type Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List
☒ Final Certification Letter from Engineer of Record ☒ AOC
☒ Complete Geotechnical Testing Packet ☒ Asphalt Concrete Ticket w/ Name of Contractor
☒ Sewer Pressure Testing Results ☒ Streetlight Energize Letter
☒ Sewer Manhole Vacuum Testing Certification ☒ As built Documents (PDF copy on CD)
☒ Sewer Manhole Insecticide Certification ☒ Updated asbuilt CAD base files (copy on CD)
☒ Sewer Videos with Operators Notes (inc. re-videos)
☐ Other _____ (Specify)

APPROVAL:

Civil Inspector: David Mobley

Date: 7/13/20

Civil Engineering Supervisor: Thurman Jenkins

Date: 07/13/2020



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 6, 2020
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW
District: District 1

Consent: Yes	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and action declaring the City's intent to enlarge and enlarging an existing lighting improvement district known as, " SU-Rio Rancho Estates 179" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution # 2020-116.

Motion:

I move to approve Resolution # 2020-116.

Background:

SU-Rio Rancho Estates 179 was formed in 2020 (Resolution 2020-10). Since the time of formation, new parcels have been formed in and around the original SLID boundary. We request enlarging the existing SLID to include the new parcels and extend existing boundaries to roadway centerlines. The city has verified that the Petition for the proposed street light improvement district enlargement contains the signatures of all of the real property owners in the enlargement area of the district, exclusive of mortgages and other lien holders. 7 (estimated) new lights are proposed within this enlargement which are collector roads and will be billed to the SU-Rio Rancho Estates 179 SLID.

Objective Analysis:

A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's street lights through a property tax. All new developments in the City of Surprise require a SLID. This action will enlarge an existing SLID boundary to include the remainder of the parcels not within the SLID and extend existing boundaries to roadway centerlines. The District is paid for by the levy and collection of equal apportionment of taxes based on the number and classification of properties within the District. The enlargement of the SLID will only affect the parcels joining into the District, as the valuation of the property may be increased.

Policy Compliant:

Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a Street Light Improvement District (SLID) is formed. The city strives to assure that residents are subject to only one SLID and that the boundaries of each SLID accurately reflect the service area. This item is consistent with these objectives.

Financial Impact:

Any financial impact on the City is anticipated to be minimal, as the ratio of the new lights to existing lights is very small.

Budget Impact:

This is an enlargement of an existing SLID, therefore no impact to the budget is anticipated. A separate fund for this District is currently in place to track the revenue and expenses.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 03 Street Light Plans_SU-Rio Rancho Estates 179-Approved
 2. 04 Council Map_SU-Rio Rancho Estates 179-Approved
 3. 02 SLID Petition_SU-Rio Rancho Estates 179 - Approved
 4. 01 Res 2020-116_SU-Rio Rancho Estates 179
-

RIO RANCHO BLVD

RIO RANCHO BLVD & US60

STREET LIGHT DESIGN

STREET LIGHTING REQUIREMENTS

5.00 GENERAL NOTES:

THE FOLLOWING INFORMATION IS PROVIDED TO EMPHASIZE CRITICAL WORK AND IS INTENDED TO SUPPLEMENT THE SPECIFICATIONS. SHOULD THERE BE A CONFLICT WITH THE SPECIFICATIONS, THIS DOCUMENT SHALL TAKE PRECEDENCE.

ALTERNATES SHALL BE PRE-APPROVED BY THE CITY ENGINEERING MANAGER. APPROVAL OF ALTERNATE PRODUCTS SHALL BE ON AN EQUAL BASIS WITH THE PRODUCT SPECIFIED AND SHALL BE SUBMITTED A MINIMUM OF TEN (10) DAYS PRIOR TO BID OPENING. STRUCTURAL CALCULATIONS SHALL BE FURNISHED FOR ALTERNATE PRODUCTS AND CERTIFIED BY A STRUCTURAL ENGINEER, REGISTERED IN THE STATE OF ARIZONA. LUMINAIRES AND LAMPS SHALL MEET OR EXCEED THE PHOTOMETRIC, ELECTRICAL, AND MECHANICAL REQUIREMENTS FOR THE SPECIFIED PRODUCTS.

THE CONTRACTOR SHALL COMPLY WITH STATE AND CITY STATUTES, AND MANUFACTURER'S RECOMMENDATIONS.

THE SUBMITTAL PACKAGE SHALL CONSIST OF THREE (3) COPIES OF EQUIPMENT/MATERIAL TO BE INSTALLED AND SHALL BE BOUND/STAPLED IN A FOLDER AND SUBMITTED AT THE TIME OF PERMIT APPLICATION.

PRIOR TO SUBMITTING A PROPOSAL, THE BIDDER SHALL EXAMINE ALL GENERAL CONSTRUCTION DRAWINGS AND VISIT THE CONSTRUCTION SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS UNDER WHICH HE WILL OPERATE AND WHICH WILL IN ANY WAY AFFECT THE WORK UNDER THE CONTRACT. NO SUBSEQUENT ALLOWANCE WILL BE MADE IN THIS CONNECTION IN THE BEHALF OF THE CONTRACTOR FOR ANY ERROR OR NEGLIGENCE ON HIS PART.

PRIOR TO ORDERING ANY MATERIALS OR DOING ANY WORK, THE CONTRACTOR SHOULD VERIFY DIMENSIONS AT THE SITE. IMMEDIATELY REPORT DIFFERENCES TO THE ENGINEERING MGR. AND SHOULD NOT PROCEED WITH WORK UNTIL THE ENGINEERING MGR. RENDERS A DECISION. NO EXTRA CHARGES OR COMPENSATION WILL BE ALLOWED FOR DIFFERENCES IN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE DRAWINGS.

5.01 GENERAL:

THE ELECTRICAL CONTRACTOR SHALL COMPLY WITH ALL LICENSING REQUIREMENTS SET FORTH BY THE STATE REGISTRAR OF CONTRACTORS OFFICE TO PERFORM WORK RELATING TO STREET LIGHT INSTALLATION IN THE CITY RIGHT-OF-WAY.

ONE PROJECT UNDERGROUND UTILITIES (RIGHT OF WAY) PERMIT AND ONE STREETLIGHT PERMIT FOR EACH STREET LIGHT POLE SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

5.02 WORKING / "AS BUILT" PLANS:

ACCEPTANCE OF THE COMPLETED IMPROVEMENTS WILL NOT BE GIVEN UNTIL 4 MIL PHOTO MYLAR REPRODUCIBLE "AS BUILT" PLANS HAVE BEEN SUBMITTED TO AND APPROVED BY THE CITY ENGINEER.

5.03 LIGHT POLES:

LIGHT POLES SHALL BE INSTALLED PLUMB, BE ADJUSTED TO PROVIDE PROPER ALIGNMENT TO THE ROADWAY BEING LIGHTED AND BE PROPERLY GROUNDED WHEN THE INSTALLATION IS COMPLETE.

5.04 EMBEDMENT:

DIRECT BURIED POLES SHALL BE SET IN A TWELVE (12) INCH AUGURED HOLE DEPTH AS SPECIFIED IN UNDISTURBED EARTH. POLE SHALL BE SET PLUMB IN TWO DIRECTIONS 90 DEGREES APART. HAND TAMPING OF ABC BACKFILL WITH PNEUMATIC OR VIBRATING EQUIPMENT IS THE ACCEPTABLE METHOD OF COMPACTION. BACKFILL SHALL BE COMPACTED TO 85% OF MAXIMUM DENSITY AS DEFINED BY ASTM D-2922 AND D-3017. A GROUND ROD SHALL BE INSTALLED ADJACENT TO PULL BOX IN UNDISTURBED SOIL AND A LEAD IN COPPER BOND WIRE (#6) SHALL BE INSTALLED IN 1" CARFLEX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT (OR EQUAL) FOR POLE GROUNDING.

SURPLUS EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR.

5.05 LUMINAIRES:

LUMINAIRES SHALL BE INSTALLED LEVEL AND INCLUDE A LAMP AND PHOTOCCELL. CONTRACTOR SHALL ASSURE THAT THE LUMINAIRES SHALL BE FREE OF DUST, DIRT OR ANYTHING THAT WOULD IMPAIR THE OUTPUT OF THE LIGHT BEFORE HE LEAVES THE SITE.

LUMINAIRES FURNISHED WITH MULTI-TAP BALLASTS SHALL BE REWIRED OR RECONNECTED TO MATCH THE VOLTAGE SUPPLIED BY THE ELECTRIC UTILITY COMPANY.

5.06 WIRING:

WIRING SHALL BE INSTALLED PER UTILITY STANDARDS.

5.07 GROUNDING:

EACH POLE SHALL HAVE A 8' X 5/8" COPPER CLAD GROUND ROD DRIVEN ADJACENT TO PULL BOX. A #6 BARE COPPER LEAD FROM THE GROUND ROD IN PULL BOX TO LANDING LUG IN STREET LIGHT POLE HAND HOLE.

5.08 PULL BOXES:

EXCAVATION FOR PULL BOXES AND MATERIAL SPECIFICATION SHALL BE PER THE ELECTRIC UTILITY COMPANY STANDARDS.

5.09 TRENCH

TRENCH SHALL BE INSTALLED PER THE UTILITY COMPANY STANDARDS.

THE USE OF A COMMON ELECTRIC UTILITY COMPANY TRENCH IS PERMITTED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANY FOR COORDINATION OF TRENCHING AND THE INSTALLATION OF CONDUIT.

CONDUIT SHALL BE INSTALLED AT THE DEPTH SPECIFIED ON THE PLANS. CONDUIT SHALL BE 1 INCH CARFLEX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT OR EQUAL. CONDUIT MUST BE UL RATED AND SUITABLE FOR UNDERGROUND USE.

CONNECTIONS SHALL BE PER UTILITY STANDARDS.

5.12 LIGHT POLE IDENTIFICATION:

THE CONTRACTOR SHALL FURNISH AND INSTALL A NUMBER ON EACH LIGHT POLE. STREET LIGHT POLE IDENTIFICATION AND SPECIFICATIONS WILL BE PROVIDED BY THE CITY OF SURPRISE.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO RESTORE ALL PROPERTY, LANDSCAPING, PAVING AND DRIVEWAYS THAT ARE DISTURBED DURING STREET LIGHT CONSTRUCTION TO THEIR ORIGINAL CONDITION IN CONFORMANCE WITH "MAG" SPECIFICATION SECTION 107.9.

THE DEVELOPER SHALL BE RESPONSIBLE FOR FURNISHING ALL PERSONNEL AND EQUIPMENT TO SUCCESSFULLY PERFORM THE FOLLOWING TEST.

PRIOR TO ACCEPTANCE, THE DEVELOPER SHALL ENERGIZE AND OPERATE THE ENTIRE ROADWAY LIGHTING SYSTEM, FROM SUNSET TO SUNRISE FOR TWO CONSECUTIVE DAYS WITHOUT INTERRUPTION OR FAILURE. IF A LAMP OR BALLAST SHOULD FAIL, IT SHALL BE IMMEDIATELY REPLACED.

THE CONTRACTOR SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE ENGINEERING MANAGER, AGAINST IMPERFECT WORKMANSHIP, FAILURE, MALFUNCTION OF MATERIALS AND/OR EQUIPMENT DUE TO FAULTY OR IMPERFECT WORKMANSHIP. THIS GUARANTEE IS TO BE IN WRITING TO THE CITY AT THE TIME OF ISSUING FINAL ACCEPTANCE. WORK FOUND TO BE DEFECTIVE WITHIN THE WARRANTY PERIOD SHALL BE REPLACED WITHOUT COST TO THE CITY.

GENERAL ENGINEERING NOTES:

- ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
- THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT ARIZONA UNDERGROUND FACILITIES LAWS (ARIZONA REVISED STATUTES TITLE 40, CHAPTER 2, ARTICLE 6.3, SECTION 40-360.21-32). CALL ARIZONA 811 FOR FIELD LOCATION BY DIAL 811.
- THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT 623-222-6150.
- THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
- THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
- ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
- THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, LANDSCAPING IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
- NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
- ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT 623-222-6000.
- TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
- PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
- EMERGENCY VEHICLE ACCESS (E.V.A.) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
- THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

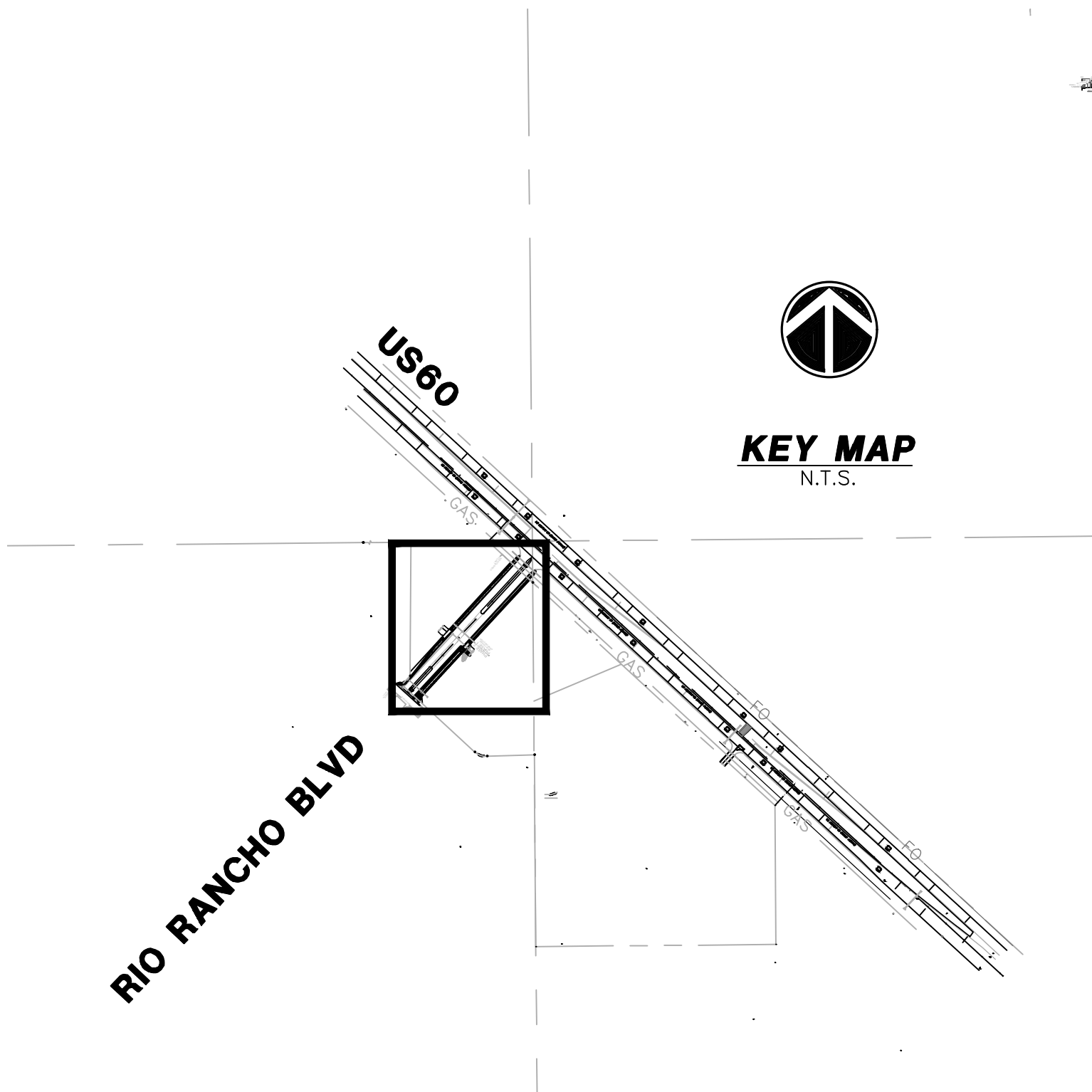
UTILITIES WITHIN OR AFFECTED BY THE PROJECT		
UTILITY CONTACT	DATE SUBMITTED	
ARIZONA PUBLIC SERVICE	01/07/2020	
CENTURY LINK	01/07/2020	
COX COMMUNICATIONS	01/07/2020	
COS WATER	01/07/2020	
SOUTHWEST GAS	01/07/2020	

NOTE

- ENSURE THERE IS 1' CLEARANCE FROM EDGE OF SIDEWALK TO FACE OF POLE.
- THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

LED NOTE

LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT THE TIME OF BIDDING AND CONSTRUCTION.



SHEET INDEX

STREET LIGHT COVER SHEET	SL1
STREET LIGHT PLAN	SL2
PHOTOMETRICS ANALYSIS	SL3

ELECTRICAL ENGINEER

WRIGHT ENGINEERING CORPORATION
165 EAST CHILTON DRIVE
CHANDLER, AZ 85225
PHONE: (480) 497-5829
FAX: (480) 497-5807
CONTACT: CLIFF TOLMAN
EMAIL: CTOLMAN@WRIGHTENGINEERING.US

CIVIL ENGINEER

AMENT PROFESSIONAL SERVICES
18206 N 19TH AVE, #2B
PHOENIX, ARIZONA 85023
PHONE: (480) 542-0476
CONTACT: SCOTT MCMAHON
EMAIL: SCOTT@AMENTPRO.COM

DEVELOPER

SUMMERWINDS, LLC
2608 E TURNER AVE, UNIT 1
PHOENIX, ARIZONA 85016
PHONE: (602) 977-2656
CONTACT: CAROL VERNON
EMAIL: CLV1212@COX.NET

CITY OF SURPRISE ENGINEER

DATE

STREET LIGHTING (APS AREA)															
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE						APS STANDARD CODE NO.	
					POLE HEIGHT	FOUNDATION		SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	VOLTAGE		TYPE
①		COLLECTOR	PER PLANS	7	38'-0"	DIRECT BURY	4'-0"	31'-6"	7,800	71 W	TYPE III	*	LED	ARCHITECTURAL (SHOEBOX)	8030.S4

*PER UTILITY COMPANY REQUIREMENTS

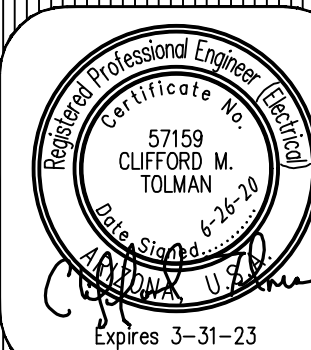


PROJECT: TITLE:

SURPRISE, ARIZONA
RIO RANCHO BLVD & US60
RIO RANCHO BLVD
STREET LIGHT COVER SHEET

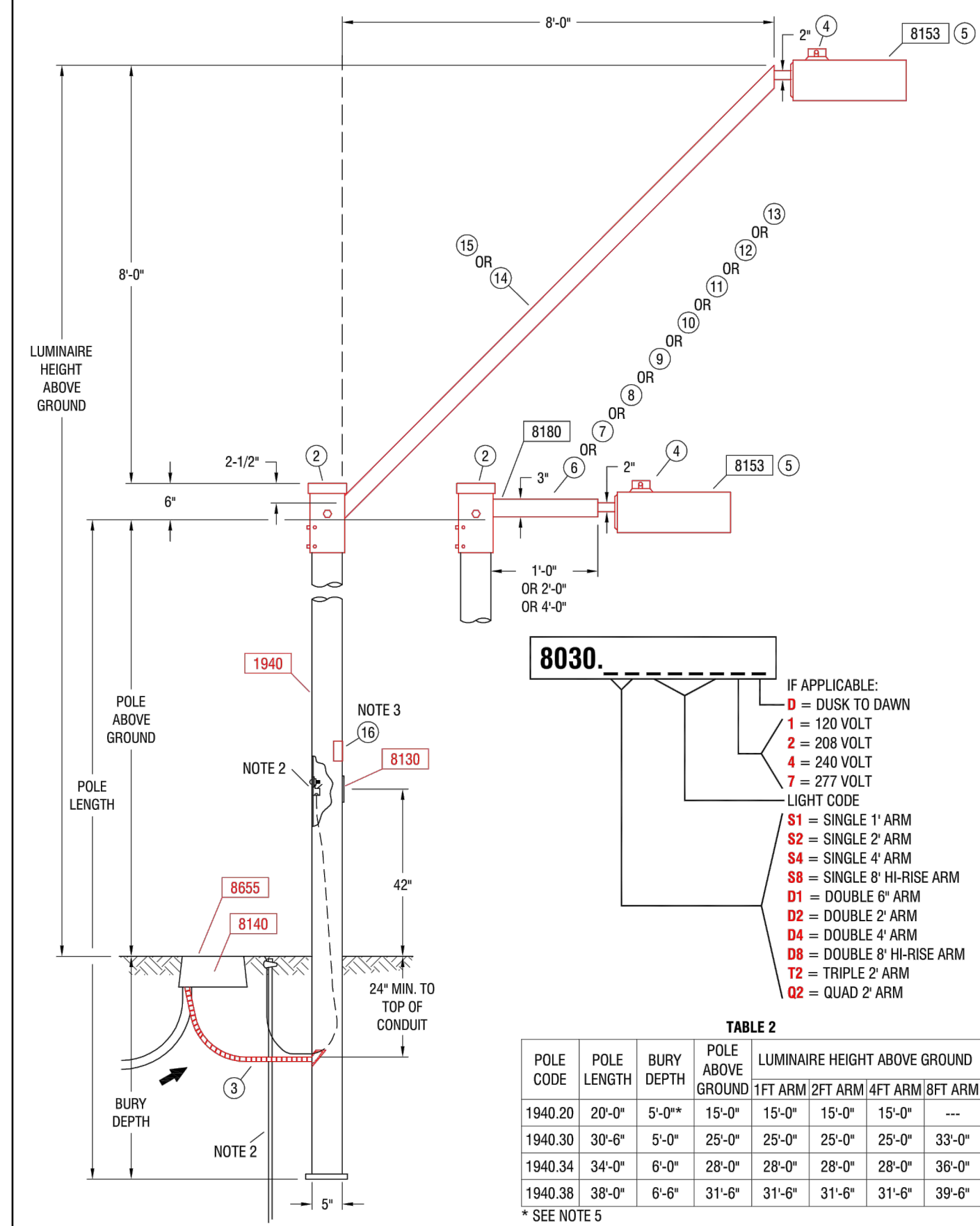
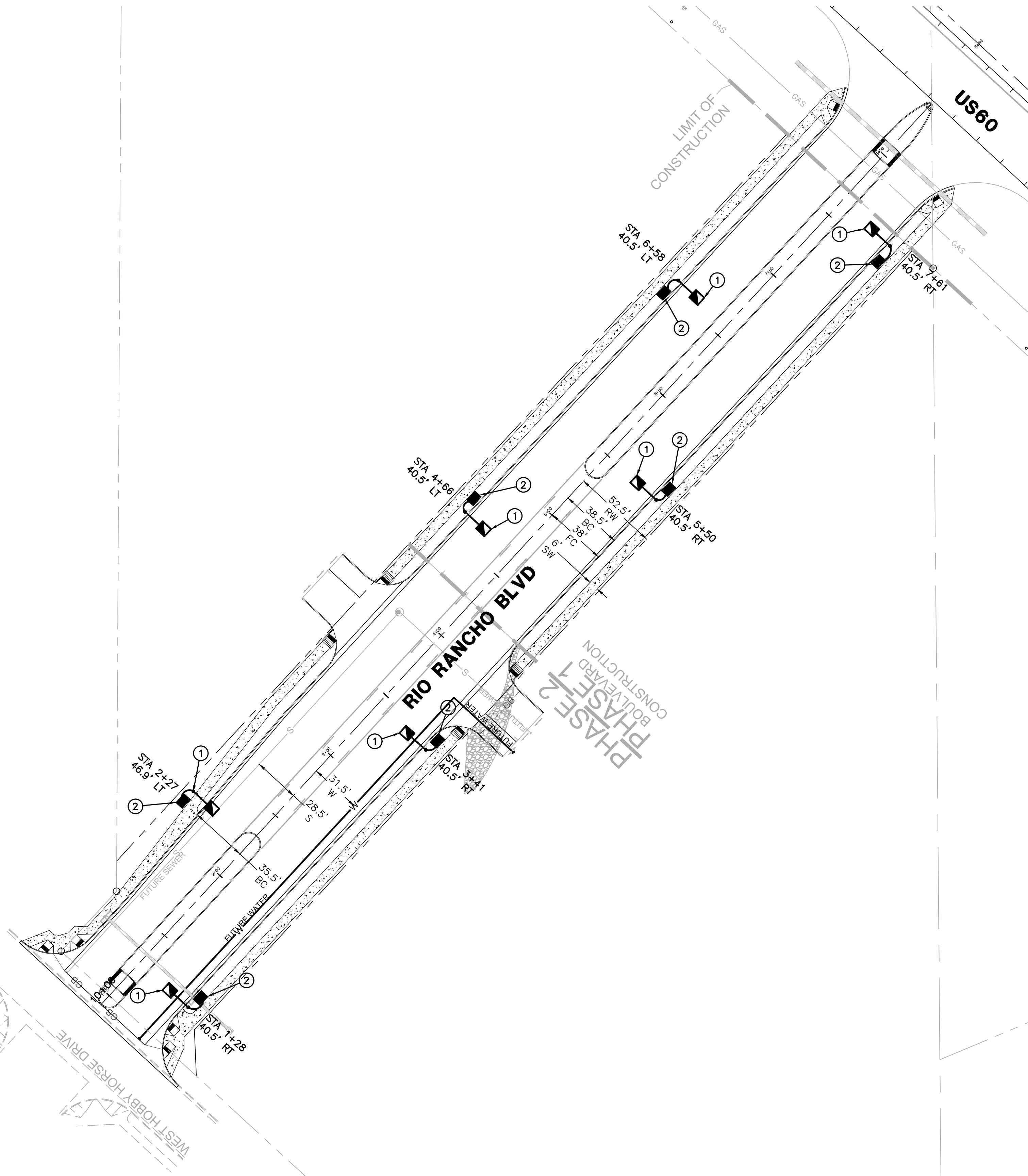
NO. DATE SUBMITTALS/REVISIONS (DESCRIPTIONS)

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	1/7/20	1ST SUBMITTAL



DRAWING NO:

SL1
OF 3



ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS					LIGHTS ARCHITECTURAL ON 5" SQUARE BROWN PAINTED STEEL POLE DIRECT BURY					SH 1 OF 2	
BY	LDR.	MGR.	DATE	REV.	BY	LDR.	MGR.	DATE	REV.	8030	
KLS	B. BOOKER	R. CANDRA	02/2016	12	KLS	B. BOOKER	R. CANDRA	02/2016	12		

NOTES:

1. ADJUST PHOTO EYE TO FACE NORTH.

2. A GROUND ROD IS PROVIDED WITH EACH STREET LIGHT POLE. WHERE A GROUND ROD CANNOT BE DRIVEN, ALTERNATE GROUND SHALL BE USED. SEE 2449 THRU 2460 FOR APPROVED ALTERNATES.

3. SIGN "NOTICE THIS POLE IS OWNED AND MAINTAINED BY APS. DISCONNECT INSIDE" IS REQUIRED ON ALL DUSK-TO-DAWN AND AREA LIGHTING APPLICATIONS.

4. POLES THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE J-BOX TO EACH LUMINAIRE.

5. USING THE 20'-0" POLE TO MATCH THE 16'-0" PEDESTRIAN LIGHT MOUNTING HEIGHT REDUCE POLE BURY DEPTH TO 4'-0".

6. THE BROWN PHOTO CONTROL IS A FAIL OFF CONTROL AND SHALL BE USED WITH ALL INDUCTION AND LED LUMINAIRES.

7. ON 277 VOLT STREET LIGHT CIRCUITS, INSTALL A "277 VOLT" MICARTA TAG ON CABLE IN J-BOX. TAG PROVIDED BY SPEC 8129.

8. THE LUMINAIRE SHOWN IS RECOMMENDED FOR THIS MOUNTING HEIGHT. SEE 8153 FOR ADDITIONAL BROWN ARCHITECTURAL LUMINAIRES.

9. THE TWO ARMED TENON BRACKET POSITIONS THE DOUBLE ARM 180 DEGREES APART.

10. TO ACCOMMODATE LESS THAN THE SPECIFIED LUMINAIRE MOUNTING HEIGHT, A SHOP ORDER IS REQUIRED TO HAVE A PORTION FROM THE TOP OF THE POLE CUT OFF. THE TENON ARM BRACKET SLIDES OVER AND COVERS THE CUT PORTION OF THE POLE.

11. IN-LINE FUSE FOR UNDERGROUND FEEDS. SEE 8130-8140.

12. FOR PEDESTRIAN ONLY APPLICATIONS SEE 8030.

TABLE 1

LIGHT CODE	APN	WATTS	K	TYPE	VOLTS	INITIAL LUMENS	MOUNTING HEIGHT
RL40	00099450	100			120/208/240/277	9,500	
RL41	00099451	150			120/208/240/277	16,000	
RL42	00099452	250		HPS	120/208/240/277	30,000	
RL43	00099454	400			120/208/240/277	50,000	
RL44	00128250	55	2700		120/208/240/277	3,500	
RL45	00128667	100			120/208/240/277	8,400	
RL46	00132846	120			120/208/240/277	10,200	
RL47	00132850	150	5000	IND	120/208/240/277	13,000	
RL48	00121153	200			120/208/240/277	15,250	
RL49	00116527	250			120/208/240/277	22,500	
RL50	00141047	32			120/208/240/277	3,800	
RL51	00141048	41			120/208/240/277	4,800	
RL52	00141049	88	3000	LED	120/208/240/277	8,200	
RL53	00141050	108		S	120/208/240/277	11,000	
RL54	00141051	162			120/208/240/277	19,000	
RL55	00128251	45			120/208/240/277	4,300	SEE TABLE 2
RL56	00126804	60		LED	120/208/240/277	5,400	
RL57	00126805	95	4000	S	120/208/240/277	8,600	
RL58	00126806	113			120/208/240/277	10,000	
RL59	00126365	257			120/208/240/277	19,200	
RL60	00113722	82			120/208/240/277	7,100	
RL61	00129911	72		LED	120/208/240/277	8,300	
RL62	00113723	119		M	120/208/240/277	12,900	
RL63	00116525	119W			120/208/240/277	12,900	
RL64	00116526	119L			120/208/240/277	12,900	
RL65	00107462	144			120/240	15,400	
RL66	33806772	55			120/240	8,000	
RL67	33806774	90	1700	LPS	120/240	13,500	
RL68	33806776	135			120/240	22,500	
RL69	33806778	180			120/240	33,000	

* CALL STANDARDS ENGINEERING FOR APPLICATION

MOUNTING HEIGHT, A SHOP ORDER IS REQUIRED TO HAVE A PORTION FROM THE TOP OF THE POLE CUT OFF. THE TENDON ARM BRACKET SLIDES OVER AND COVERS THE CUT PORTION OF THE SLOPE.

11. IN-LINE FUSE FOR UNDERGROUND FEEDS, SEE 8130-8140.

12. FOR PEDESTRIAN ONLY APPLICATIONS SEE 8030.

CODE	8030.01	8030.02	8030.03	8030.04	8030.05	8030.06	8030.07	8030.08	8030.09	8030.10	8030.11	8030.12	8030.13	8030.14	8030.15	8030.16	8030.17	8030.18	8030.19	8030.20	8030.21	8030.22	8030.23	8030.24	8030.25	8030.26	8030.27	8030.28	8030.29	8030.30	8030.31	8030.32	8030.33	8030.34	8030.35	8030.36	8030.37	8030.38	8030.39	8030.40	8030.41	8030.42	8030.43	8030.44	8030.45	8030.46	8030.47	8030.48	8030.49	8030.50	8030.51	8030.52	8030.53	8030.54	8030.55	8030.56	8030.57	8030.58	8030.59	8030.60	8030.61	8030.62	8030.63	8030.64	8030.65	8030.66	8030.67	8030.68	8030.69	8030.70	8030.71	8030.72	8030.73	8030.74	8030.75	8030.76	8030.77	8030.78	8030.79	8030.80	8030.81	8030.82	8030.83	8030.84	8030.85	8030.86	8030.87	8030.88	8030.89	8030.90	8030.91	8030.92	8030.93	8030.94	8030.95	8030.96	8030.97	8030.98	8030.99	8030.100																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
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ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS					LIGHTS ARCHITECTURAL ON 5" SQUARE BROWN PAINTED STEEL POLE DIRECT BURY					SH 2 OF 2	
BY	LDR.	MGR.	DATE	REV.	BY	LDR.	MGR.	DATE	REV.	8030	
KLS	B. BOOKER	R. CANDRA	02/2016	12	KLS	B. BOOKER	R. CANDRA	02/2016	12		

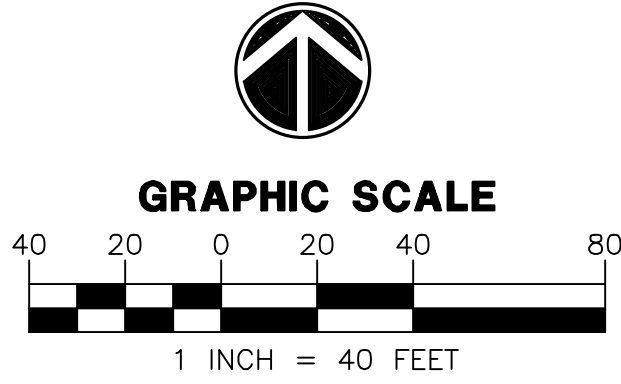
CONSTRUCTION NOTES

- INSTALL 71W LED (7,800 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE) WITH PHOTOELECTRIC CONTROL ON A 38'-0" DIRECT BURIED POLE (1940.38) WITH A 4' MAST ARM (S4) PER APS DETAIL 8030 (SEE SHEET SL2). INSTALL (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
- INSTALL APS PULL BOX NEXT TO POLE. INSTALL 1" CONDUIT WITH (2) #14 TYPE THHN/THWN AND (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS AND SPECIFICATIONS.

LEGEND

- 71W LED SHOEBOX, PUBLIC STREET LIGHT
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT

LUMINAIRE TABLE					
DARK BRONZE ROADWAY SCALEABLE LED 3000K					
LIGHT CODE	COLOR	APN	WATTS	VOLTS	CATALOG #
RL40		00141047	31	120/208/240/277	3,900
RL41		00141048	39	120/208/240/277	4,900
RL42	DKBZ	00141049	71	120/208/240/277	7,800
RL43		00141050	97	120/208/240/277	9,600
RL44		00141051	174	120/208/240/277	20,100



ARIZONA BLUE STAKE
CALL TWO WORKING DAYS
BEFORE YOU DIG
Dial 811 or
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

WRIGHT ENGINEERING
PROJECT NO:
19135
DESIGN BY: NAM
DRAWN BY: NAM
CHECKED BY: CMT

WRIGHT
engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

SURPRISE, ARIZONA
RIO RANCHO BLVD & US60
RIO RANCHO BLVD
STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	1/7/20	1ST SUBMITTAL

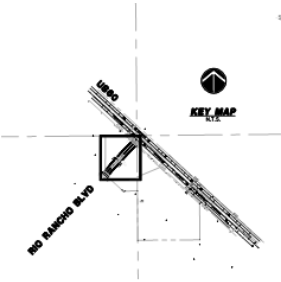
Professional Engineer
57159
CLIFFORD M. TOLMAN
Expires 3-31-23

DRAWING NO:
SL2
OF 3

Rio Grande Blvd	
539 points	
HORIZONTAL	FOOTCANDLES
Average	0.6
Maximum	1.6
Minimum	0.2
Avg:Min	3.24
Max:Min	8.00
Coef Var	0.43

71W LED Shoebox, 3K
Type III Distribution, 4" Mast arm (7,800 lumen)
candela file "ERL1_08C330_...IES"
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.910, watts per luminaire = 71
mounting height= 31.5 ft
number locations= 7, number luminaires= 7
kw all locations= 0.5

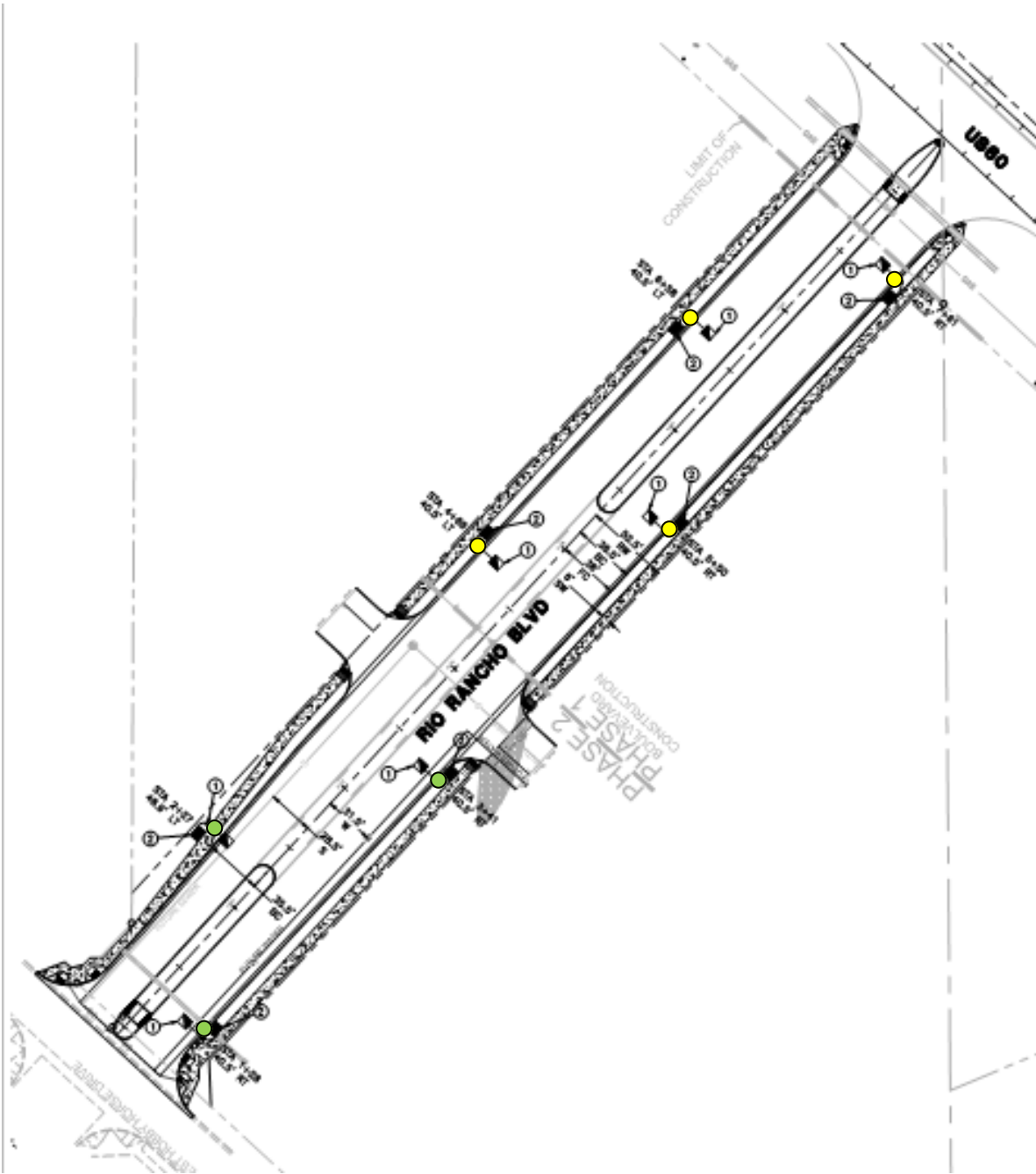




Street Lights:

Street Light Pole

- 4 new pole (Phase I)
- 3 new pole (Phase II)



STREET LIGHT IMPROVEMENT DISTRICT PETITION ENLARGEMENT

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

We, the undersigned, are all or a majority of the real property owners, exclusive of mortgagees and other lienholders, adjoining the district named below. We petition the City Council of the City of Surprise, Arizona, to enlarge the District to include said property legally described in Exhibit A with such boundaries as shown in the map in Exhibit B attached hereto. This petition includes a charge for maintaining the lighting facilities.

It is hereby requested that, in compliance with the Arizona Revised Statutes, the City Council adopt a Resolution of Intention to enlarge the existing District, and that unless protests are received pursuant to A.R.S. §48-579 sufficient to bar further proceedings, the City Council proceed with the improvements petitioned for herein.

Public convenience, necessity and welfare will be promoted by the establishment of the District and the real property within the District will be benefited by the District. Additional street lighting facilities may be installed and included in the District, at no investment cost to the District, as directed by the City and as approved by Arizona Public Service and the City Engineer.

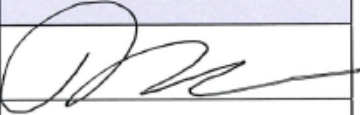
WHEREFORE, we respectfully ask that this Petition be properly filed and that the Mayor and Council of the City adopt the Resolution and take such other action as is proper, necessary and appropriate to enlarge the District and to fulfill the purposes for which the District is organized, as the Mayor and Council believe is proper and necessary.

The name of the existing street light improvements district to be enlarged:

SU-Rio Rancho Estates 179

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Summerwinds, LLC/ Carol Vernon	US-60 Mile Marker 135	503-73-017D, 503-73-961, 503-73-152	



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

AVAILABILITY

This rate schedule is applicable to those portions of cities, towns and unincorporated communities in which the Company does a general retail electric business and where the Company has installed a multiple or series street lighting system of adequate capacity for the service to be rendered.

DESCRIPTION

E-58 is a rate that is applicable for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities.

TIME PERIODS

Dusk: Time between sunset and full night when photocontrol senses the lack of sufficient sunlight and turns on the lights.
Dawn: The time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

CHARGES

The monthly bill will consist of the following charges, plus adjustments.

I. FIXTURES (Includes Mounting Arm, if Applicable)

	Lumen	Watts	kWh	CHARGES	
				Investment by Company	Investment by Others
A. Acorn	3,835 LED	75	26	\$21.63	\$7.59
	4,796 LED	75	26	\$17.38	\$6.46
	5,003 LED	100	35	\$23.45	\$8.71
	5,904 LED	100	35	\$23.03	\$8.60
	6000 IND	85	29	\$19.24	\$5.14
B. Architectural	6,200 IND	85	29	\$10.13	\$3.93
	8,400 IND	100	34	\$10.69	\$4.36
	10,200 IND	120	41	\$11.75	\$4.99
	13,000 IND	150	52	\$12.98	\$5.93
	20,500 IND	200	69	\$14.78	\$7.37
	22,500 IND	265	91	\$17.63	\$9.28
	3,300 LED	43	15	\$10.24	\$3.79
	3,800 LED	32	12	\$7.73	\$2.92
	3,900 LED	32	12	\$9.96	\$3.51
	4,050 LED	63	22	\$18.63	\$6.52
	4,100 LED	45	16	\$10.34	\$3.89
	4,800 LED	41	15	\$8.27	\$3.27
	5,000 LED	41	15	\$9.61	\$3.62



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

	CHARGES				
	Lumen	Watts	kWh	Investment by Company	Investment by Others
	5,100 LED	60	21	\$10.18	\$4.19
	5,300 LED	67	24	\$10.47	\$4.48
	5,800 LED	94	32	\$17.81	\$5.16
	5,890 LED	89	31	\$20.56	\$7.66
	6,000 LED	62	22	\$18.63	\$6.52
	6,000 LED	67	24	\$19.89	\$6.99
	6,400 LED	89	31	\$17.89	\$5.10
	6,810 LED	101	35	\$18.89	\$7.50
	7,100 LED	62	22	\$19.70	\$6.80
	7,400 LED	127	44	\$20.42	\$6.34
	7,500 LED	73	26	\$20.08	\$7.18
	7,700 LED	86	30	\$18.41	\$7.02
	8,200 LED	88	31	\$10.45	\$4.97
	8,200 LED	95	33	\$11.87	\$5.48
	8,300 LED	72	25	\$17.93	\$6.54
	8,300 LED	106	37	\$12.45	\$5.91
	8,500 LED	88	31	\$11.69	\$5.30
	9,020 LED	139	48	\$22.94	\$9.47
	9,200 LED	139	48	\$25.60	\$7.30
	9,900 LED	130	45	\$13.82	\$6.84
	10,000 LED	93	32	\$21.43	\$7.96
	10,000 LED	113	39	\$13.26	\$6.28
	10,600 LED	126	44	\$22.56	\$9.09
	11,100 LED	108	38	\$12.76	\$6.07
	11,500 LED	108	38	\$13.16	\$6.18
	12,300 LED	203	70	\$25.48	\$8.85
	12,900 LED	119	41	\$22.31	\$8.82
	13,260 LED	202	70	\$27.11	\$12.12
	13,620 LED	202	70	\$28.49	\$9.24
	14,000 LED	171	59	\$26.07	\$11.08
	15,000 LED	136	47	\$24.93	\$9.94
	15,400 LED	144	50	\$25.21	\$10.22
	18,300 LED	162	56	\$16.13	\$8.22
	19,200 LED	257	89	\$26.87	\$13.38
	20,000 LED	258	89	\$26.87	\$13.38
	20,300 LED	193	67	\$17.17	\$9.26
	21,000 LED	193	67	\$24.77	\$11.28
C. Cobra	6,200 IND	75	26	\$10.54	\$3.77
	6,400 IND	85	29	\$8.97	\$3.78
	8,000 IND	88	30	\$10.47	\$4.04
	8,400 IND	100	34	\$9.70	\$4.24
	10,200 IND	120	41	\$10.44	\$4.81



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

				CHARGES				
				Investment by Company	Investment by Others			
				Lumen	Watts	kWh		
C. Cobra				13,000 IND	150	52	\$11.50	\$5.73
				15,250 IND	200	69	\$13.86	\$7.25
				22,500 IND	250	86	\$18.55	\$9.06
		Gray / Bronz	3,500 IND	55	19	\$10.50	\$3.27	
				6,000 LED	95	33	\$17.05	\$5.13
				8,700 LED	142	49	\$19.17	\$6.53
				9,600 LED	157	54	\$20.40	\$7.04
				11,600 B-LED	181	62	\$19.03	\$7.44
		Gray / Bronz	3,300 LED	43	15	\$9.00	\$2.79	
		Gray / Bronz	5,300 LED	67	23	\$10.45	\$3.54	
		Gray / Bronz	8,300 LED	106	37	\$13.55	\$4.94	
		Gray / Bronz	10,500 LED	130	45	\$15.08	\$5.69	
		Gray / Bronz	20,000 LED	258	89	\$26.21	\$10.27	
D. Decorative Transit				5,300 LED	75	26	\$28.44	\$6.12
				8,300 LED	100	34	\$30.45	\$6.97
				8,147 LED	75	26	\$35.76	\$11.36
				9,522 LED	100	35	\$36.14	\$12.09
				10,500 LED	150	52	\$32.69	\$8.52
				14,896 LED	150	52	\$39.98	\$14.29
		Double	8,147 LED	75	26	\$64.74	\$18.96	
		Double	9,522 LED	100	35	\$64.67	\$19.58	
		Double	14,896 LED	100	52	\$70.67	\$22.32	
		Copper	6,000 IND	85	29	\$18.87	\$5.09	
		Gray / Black	8,000 IND	88	30	\$14.86	\$4.62	
		Gray / Black	4,350 LED	86	30	\$13.48	\$4.44	
E. Flood				14,470 LED	148	51	\$23.93	\$9.95
				16,000 LED	125	43	\$23.17	\$9.19
F. Pendant				8,678 LED	75	26	\$26.36	\$8.85
				13,964 LED	100	35	\$27.84	\$9.88
G. Post Top				4,350 LED	86	30	\$13.43	\$5.69
				6,400 LED	30	30	\$13.43	\$5.69
				6,600 LED	83	29	\$13.33	\$5.59
H. Roadway				3,300 LED	43	15	\$9.46	\$3.58
				3,800 LED	32	12	\$7.24	\$2.79
				3,900 LED	32	12	\$9.18	\$3.30
				4,100 LED	45	16	\$9.56	\$3.68
				4,800 LED	41	15	\$7.76	\$3.13
				5,000 LED	41	15	\$9.12	\$3.49
				5,100 LED	60	21	\$9.69	\$4.06
				5,300 LED	67	24	\$9.98	\$4.35
				8,200 LED	88	31	\$9.72	\$4.77



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

	8,200 LED	95	33	\$11.36	\$5.34
	8,300 LED	106	37	\$11.74	\$5.72
	8,500 LED	88	31	\$11.18	\$5.16
	9,900 LED	130	45	\$13.31	\$6.70
	10,000 LED	113	39	\$12.75	\$6.14
	11,100 LED	108	38	\$12.03	\$5.88
	11,500 LED	108	38	\$12.65	\$6.04
	18,300 LED	162	56	\$15.23	\$7.98
	19,200 LED	257	89	\$19.11	\$11.32
	20,000 LED	258	89	\$19.11	\$11.32
	20,300 LED	193	67	\$16.27	\$9.02
	21,000 LED	193	67	\$17.01	\$9.22

FROZEN	4,000 INC	295	103	\$10.54	\$5.89
	7,000 MV	175	73	\$13.65	\$7.83
	11,000 MV	250	96	\$17.09	\$10.43
	20,000 MV	400	150	\$26.84	\$15.21
FROZEN ACORN	9,500 HPS	100	41	\$29.14	\$9.93
	16,000 HPS	150	69	\$32.35	\$12.55
FROZEN ARCHITECTURAL	9,500 HPS	100	41	\$16.56	\$7.90
	16,000 HPS	150	69	\$19.77	\$19.34
	30,000 HPS	250	99	\$22.95	\$13.57
	50,000 HPS	400	153	\$28.32	\$19.53
	14,000 MH	175	72	\$23.17	\$12.70
	21,000 MH	250	101	\$26.31	\$15.66
	36,000 MH	400	159	\$32.89	\$21.54
	8,000 LPS	55	30	\$24.08	\$10.58
	13,500 LPS	90	50	\$28.39	\$12.76
	22,500 LPS	135	72	\$32.43	\$15.56
FROZEN COBRA ROADWAY	33,000 LPS	180	90	\$39.01	\$18.33
	5,800 HPS	70	29	\$9.40	\$5.56
	9,500 HPS	100	41	\$11.07	\$6.81
	16,000 HPS	150	69	\$13.86	\$9.50
FROZEN COBRA ROADWAY	30,000 HPS	250	99	\$16.72	\$12.35
	50,000 HPS	400	153	\$22.69	\$17.63
	14,000 MH	175	72	\$16.12	\$10.99
	21,000 MH	250	101	\$18.84	\$13.67
	36,000 MH	400	159	\$24.81	\$18.99
FROZEN DECORATIVE TRANSIT	8,000 FL	100	38	\$18.53	\$5.43
	9,500 HPS	100	41	\$39.95	\$11.96
	16,000 HPS	150	69	\$39.72	\$13.36
FROZEN FLOOD	30,000 HPS	250	99	\$45.74	\$17.26
	30,000 HPS	250	99	\$22.20	\$13.79
	50,000 HPS	400	153	\$27.53	\$19.14
	21,000 MH	250	101	\$23.69	\$14.58
FROZEN Colonial Gray	36,000 MH	400	159	\$28.89	\$19.76
	8,000 FL	100	38	\$19.97	\$5.64



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

POST TOP	Colonial Gray	9,500 HPS	100	41	\$11.42	\$7.16
	Colonial Black	9,500 HPS	100	41	\$13.15	\$7.41
	Decorative	9,500 HPS	100	41	\$34.97	\$11.03

NOTES:

1. Investment by Company. These rates are applicable where the Company provides the initial investment to purchase and install all facilities necessary for street lighting service. The Company will own, operate, and maintain the street lighting system.
2. Investment by Others. These rates are applicable in those instances where the requesting entity or individual purchases and installs the street lighting facilities at their own expense and in accordance with Company specifications. These rates will also apply in the instance where the Customer provides a non-refundable advance to the Company to cover the Company's cost of purchasing and installing the street lighting system. The Company retains ownership of the street lighting system and provides operation and maintenance for all facilities.
3. Listed kWhs reflect the assigned monthly energy usage for each type of fixture and are used to determine any applicable transmission, system benefit, distribution, energy, and adjustment charges.
4. HPS = High Pressure Sodium
5. MH = Metal Halide
6. LPS = Low Pressure Sodium
7. FL = Fluorescent
8. INC = Incandescent. Incandescent lighting charges are applicable and available only to those Customers being served and those installations in service on November 1, 1986.
9. MV = Mercury Vapor. Mercury Vapor lighting charges are applicable and available only to those Customers being served and those installation in service on November 1, 1986 in accordance with A.R.S. §49-1104(A).
10. LED = Light Emitting Diode
11. IND = Induction



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

II. POLES

				CHARGES		
				Investment by Company	Investment by Others	
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	Height			
			12 ft.	\$13.11	\$1.81	
			22 ft.	\$14.75	\$2.03	
			25 ft.	\$15.97	\$2.21	
			30 ft.	\$18.34	\$2.52	
		32 ft.	\$19.27	\$2.55		
		2 Simplex Adapters	12 ft.	\$13.98	\$1.93	
			22 ft.	\$16.06	\$2.22	
			25 ft.	\$16.75	\$2.31	
			30 ft.	\$19.47	\$2.68	
	32 ft.		\$20.77	\$2.87		
	Square Steel	5"	13 ft.	\$15.03	\$2.06	
			15 ft.	\$13.43	\$1.85	
			23 ft.	\$15.93	\$2.19	
			25 ft.	\$17.51	\$2.41	
			28 ft.	\$19.44	\$2.67	
			32 ft.	\$19.33	\$2.66	
	Concrete		12 ft.	\$44.79	\$6.17	
	Fiberglass		12 ft.	\$37.93	\$5.22	
	Decorative Transit		4"	16 ft.	\$36.98	\$5.10
	Decorative Transit		6"	30 ft.	\$71.39	\$9.83
	Hinged Poles		Square	15 ft.	\$14.21	\$1.16
Round			19 ft.	\$12.85	\$1.05	
B. Anchor Base Mounted (Pedestal)	Round Steel	1 Simplex Adapter	12 ft.	\$12.61	\$1.73	
			22 ft.	\$14.26	\$1.96	
			25 ft.	\$15.46	\$2.13	
			30 ft.	\$17.85	\$2.47	
			32 ft.	\$18.75	\$2.58	
		2 Simplex Adapters	12 ft.	\$13.47	\$1.85	
			22 ft.	\$15.05	\$2.06	
			25 ft.	\$16.24	\$2.23	
			30 ft.	\$18.97	\$2.60	
			32 ft.	\$20.26	\$2.79	
		3 Bolt	32 ft.	\$23.28	\$3.20	
		Square Steel	5"	13 ft.	\$14.54	\$2.01
				15 ft.	\$14.86	\$2.03
				23 ft.	\$15.43	\$2.13
	25 ft.			\$17.02	\$2.36	
	28 ft.			\$18.91	\$2.60	
	32 ft.			\$19.63	\$2.69	



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

II POLES (cont)

			CHARGES			
			Investment by Company	Investment by Others		
			Height			
C. Direct Bury	Round Steel		19 ft.	\$19.84	\$2.74	
			30 ft.	\$15.49	\$2.87	
			38 ft.	\$18.90	\$2.94	
		Self	40 ft.	\$23.28	\$3.69	
		Stepped	25 ft.	\$53.55	\$4.37	
			32 ft.	\$56.40	\$4.60	
			49 ft.	\$70.00	\$9.65	
		Square Steel	4"	34 ft.	\$17.09	\$2.96
			5"	20 ft.	\$16.23	\$2.68
	30 ft.			\$16.92	\$2.79	
	38 ft.			\$18.36	\$3.19	
	8"		28 ft.	\$30.64	\$2.49	
			32 ft.	\$32.03	\$2.62	
	Decorative Transit		41 ft 6	\$22.05	\$3.24	
	Decorative Transit	47 ft.	\$27.47	\$4.04		
	Steel Distribution Pole (for lighting only)	35 ft.	\$25.36	\$3.34		
D. Post Top	Decorative Transit Anchor Base	16 ft.	\$37.77	\$5.19		
	Gray Steel/Fiberglass	23 ft.	\$13.10	\$2.15		
	Black Steel	23 ft.	\$14.44	\$2.38		
E. Existing distribution pole suitable for streetlight use			\$1.59	--		
F. FROZEN	Wood Poles	30 ft.	\$9.64	\$1.67		
		35 ft.	\$9.64	\$1.59		

NOTE: The monthly rate for all new poles includes up to 300 feet of overhead secondary wire, or up to 300 feet of underground secondary wire if the Customer provides earthwork and conduit (excluding the underground to overhead transition).

III. ANCHOR BASE

			CHARGES	
			Investment by Company	Investment by Others
A. Flush		Height		
		4 ft.	\$10.67	\$1.47
		6 ft.	\$12.73	\$2.21
B. Pedestal		8 ft.	\$14.59	\$2.54
	For 32' Round Steel Pole only	4 ft. 6"	\$10.12	\$1.75



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

IV. CHARGES FOR OPTIONAL OR ADDITIONAL EQUIPMENT

		CHARGE
		Company Owned
FROZEN		
Underground Circuit Charges:		
a.	Per foot of cable, installed under paving	\$0.17000
b.	Per foot of cable, not installed under paving	\$0.06000

V. DETERMINATION OF CHARGES FOR NEW EQUIPMENT

Monthly charges for new lighting fixtures, poles and other equipment not included in Sections I, II, or III above will be determined by the Company using the following method:

Step 1 Determination of Charges for each Charge Type							Monthly Fixed Charge Rate
Charge Type	Monthly Charge		Cost Inputs Equipment Cost		PV Factor		
1	Carrying Cost (fixtures)	=	(installed)	x	NA	x	1.518%
			Equipment Cost				
2	Carrying Cost (poles)	=	(installed)	x	NA	x	1.296%
			Equipment Cost				
3	Fixture Replacement Cost	=	Equipment Cost (installed)	x	0.257	x	1.518%
4	Pole, Anchor Replacement Cost	=	Equipment Cost (installed)	x	0.110	x	1.296%
5	Lighting O&M	=	O&M Cost (lifecycle)	x	0.427	x	1.518%
Charge Type	Monthly Charge		kWh Input		\$/kWh		
6	Generation	=	kWh per month	x	0.06760		
7	T&D, RCS, SB	=	kWh per month	x	0.02738		



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

Step 2 Determination of Total Monthly Charge
The total monthly charge will be the summation of the charges for each applicable charge type

<u>Equipment</u>	<u>Charge Type</u>
Fixture - IBC	1,5,6,7
Fixture - IBO	3,5,6,7
Pole, Anchor Base - IBC	2
Pole, Anchor Base - IBO	4

TRIP CHARGE

A \$100.00 trip charge per light will be charged when a Customer requests a disconnect or reconnect of service in order to accommodate the maintenance activities of the Customer or its designee(s) on their street lighting equipment.

ADJUSTMENTS

The bill will include the following adjustments:

1. The Renewable Energy Standard charge, Adjustment Schedule REAC-1.
2. The Power Supply Adjustment charges, Adjustment Schedule PSA-1.
3. The Transmission Cost Adjustment charge, Adjustment Schedule TCA-1.
4. The Environmental Improvement Surcharge, Adjustment Schedule EIS.
5. The Demand Side Management Adjustment charge, Adjustment Schedule DSMAC-1.
6. The Lost Fixed Cost Recovery Adjustment charge, Adjustment Schedule LFCR.
7. Direct Access Customers returning to Standard Offer service may be subject to a Returning Customer Direct Access Charge, Adjustment Schedule RCDAC-1.
8. Any applicable taxes and governmental fees that are assessed on APS's revenues, prices, sales volume, or generation volume.

SERVICE DETAILS

1. Street lighting facilities installed under this rate schedule are of the type currently being furnished by Company as standard at the time service is initially requested. Standard facilities are those listed in the Company's Transmission and Distribution Construction Standards book.



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

2. The Customer will be responsible for notifying the Company when the streetlighting facilities are not operating as intended. The Company will use reasonable efforts to complete normal maintenance (replacement of lamps, photocontrols or fixtures) within ten (10) working days from notification by Customer. If the maintenance requires cable replacement or repairs, the Company will use reasonable efforts to complete said repairs within twenty (20) working days.
3. The Customer's bill will not be reduced due to lamp, photocontrol or cable repair or replacement outages.
4. Lighting equipment which is not specified in this rate schedule will be billed at the rates corresponding to the most similar equipment, as determined by the Company.
5. Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At the Company's discretion, such facilities may be served under another of the Company's rate schedules.
6. The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the Customer. When the extension is underground the customer will provide earthwork as specified in the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the applicant's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.
 - a. Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.
7. APS provides electric service under the Company's Service Schedules. These schedules provide details about how the Company serves its Customers, and they have provisions and charges that may affect the Customer's bill. In addition, service may be subject to special terms and conditions as provided for in a Customer contract or service agreement.

RESOLUTION # 2020-116

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA DECLARING ITS INTENT TO ENLARGE THE CITY OF SURPRISE, ARIZONA SU-RIO RANCHO ESTATES 179 AND ORDERING SUCH ENLARGEMENT.

WHEREAS, on February 18, 2020 the Mayor and City Council of the City of Surprise adopted Resolution No. 2020-10, ordering the formation of the City of Surprise, Arizona SU-Rio Rancho Estates 179 (the "District") for the purpose of purchasing energy for the lighting of the public streets and parks within the District;

WHEREAS, Ariz. Rev. Stat. § 48-616(M) permits the City to add new territory to an existing district, thereby enlarging the boundaries of an existing street lighting improvement district ("SLID"), when proper notice has been given to the owners of real property that will be added to the SLID;

WHEREAS, Ariz. Rev. Stat. § 48-617(A) gives the City immediate jurisdiction to order the creation or enlargement of a SLID without the necessity of publication and posting of the resolution of intention when all owners of the real property being added to the SLID have petitioned the City to form or enlarge the SLID;

WHEREAS, the owners, exclusive of mortgagees and other lienholders, of parcels of property which adjoin the District (hereinafter referred to as "Petitioners") acting pursuant to the provisions of Ariz. Rev. Stat. §§ 48-616(M) and 48-617(A), have petitioned the City to enlarge the District to include said property legally described in Exhibit A to this Resolution, with such boundaries as shown in the map in Exhibit B to this Resolution;

WHEREAS, the City has verified and finds that Petitioners are the owners, exclusive of mortgagees and other lienholders, of all of the real property being added to the boundary of the District.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Surprise, Arizona, as follows.

Section 1. *District Enlargement.* The City of Surprise, Arizona SU-Rio Rancho Estates 179 shall be enlarged by the addition of the property legally described in Exhibit A and shown in the map in Exhibit B, which are incorporated by reference hereto into this Resolution. The annual tax levied upon the District will remain in full force and effect, and, commencing in fiscal year 2021 will apply to the District as enlarged by this Resolution.

Section 2. *Recording and Filing of this Resolution.* A certified copy of this Resolution shall be recorded in the office of the Maricopa County Recorder. Certified copies of this Resolution shall also be filed with the Arizona Department of Revenue and the Maricopa County Assessor's office pursuant to Ariz. Rev. Stat. § 42-17257.

APPROVED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

Legal Description

EXHIBIT A

LEGAL DESCRIPTION FOR RIO RANCHO BOULEVARD SU-Rio Rancho Estates 179

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA. DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, BEING MONUMENTED BY A 2" ALUMINUM CAP, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 3, BEING MONUMENTED BY A 2" ALUMINUM CAP BEARS NORTH 00° 30' 02" WEST, A DISTANCE OF 4810.07 FEET;

THENCE NORTH 00° 30' 02" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2,464.44 FEET TO THE SOUTHERLY RIGHT OF WAY LINE US HIGHWAY 60;

THENCE DEPARTING SAID EAST LINE, NORTH 47° 19' 49" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 16.57 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 42° 40' 11" WEST, A DISTANCE OF 649.26 FEET;

THENCE SOUTH 2° 20' 14" EAST, A DISTANCE OF 28.28 FEET;

THENCE NORTH 47° 20' 39" WEST, A DISTANCE OF 112.52 FEET;

THENCE NORTH 42° 41' 19" EAST, A DISTANCE OF 49.93 FEET;

THENCE NORTH 0° 18' 09" EAST, A DISTANCE OF 18.55 FEET;

THENCE NORTH 42° 40' 11" EAST, A DISTANCE OF 605.64 FEET TO SAID RIGHT OF WAY LINE;

THENCE SOUTH 47° 19' 49" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 105.00 FEET TO THE **POINT OF BEGINNING**.

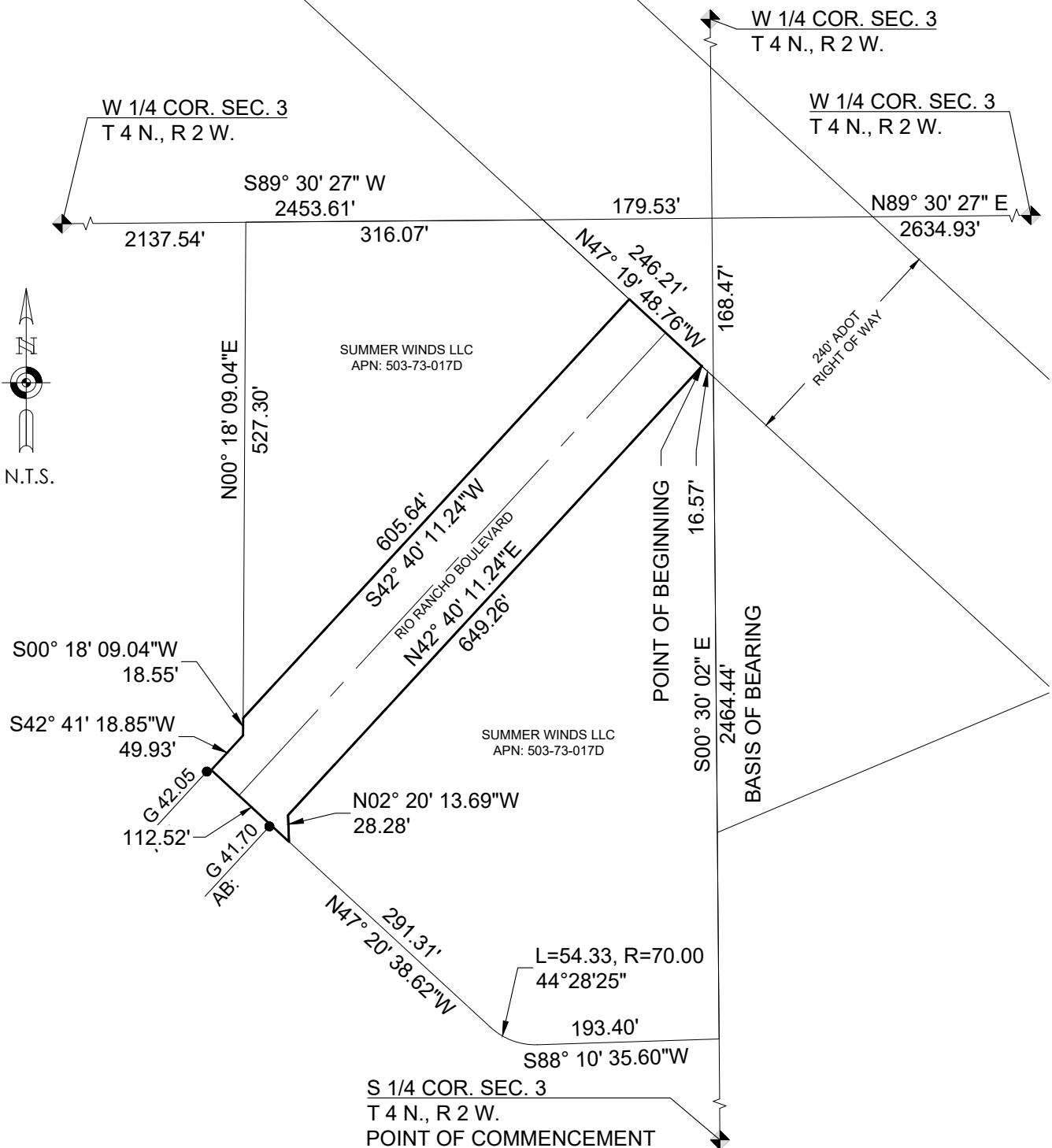
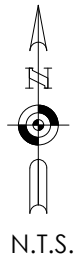
CONTAINING 69,764 SQUARE FEET OR 1.60 ACRES, MORE OR LESS.



A handwritten signature in black ink, appearing to read "Matthew E. Ament".



18206 N 19th Ave, Suite 2B
Phoenix, AZ 85023
www.amentpro.com
Office: 480-656-0191
info@amentpro.com



18206 N 19th Ave, Suite 2B
 Phoenix, AZ 85023
www.amentpro.com
 Office: 480-656-0191
info@amentpro.com



Matthew E. Ament

EXHIBIT B

SU-Rio Rancho Estates 179

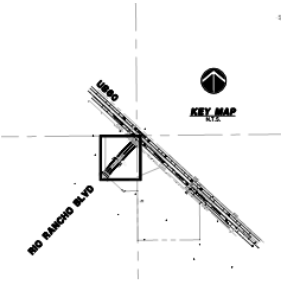
RIO RANCHO BOULEVARD

CITY OF SURPRISE, AZ

Project No. 19019
 June 22, 2020

EXHIBIT B

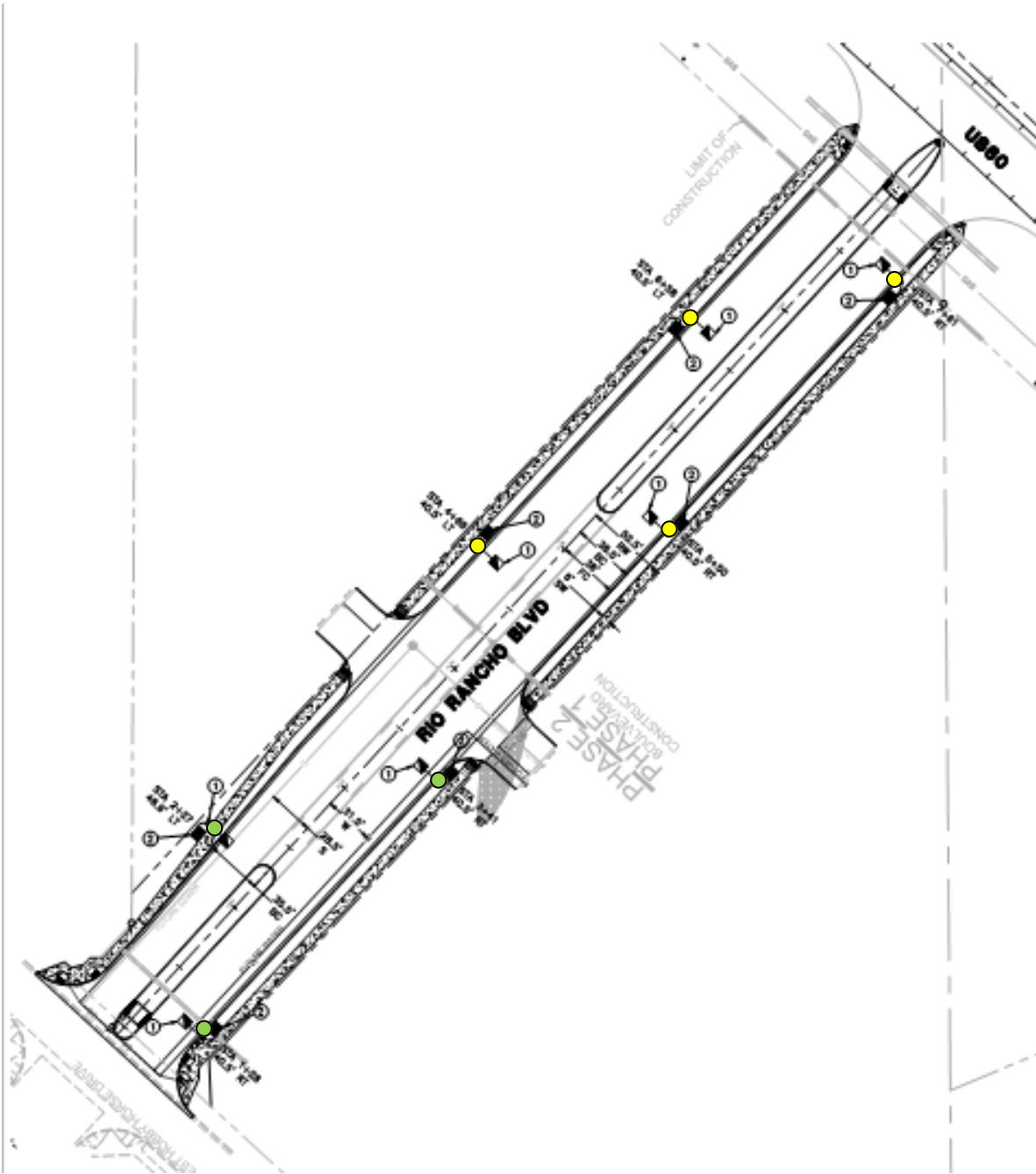
Map



Street Lights:

Street Light Pole

- 4 new pole (Phase I)
- 3 new pole (Phase II)





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 6, 2020 Contact Person: Hobart Wingard, PLANNER II
Submitting Department: Community Development District: District 3
Staff Recommendations: None

Consent: Yes Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, "The Northwest Corner of Peoria Avenue & Reems Road" dated April 24, 2020, an approximately 37.50 acre real property located on the northwest corner of Peoria Avenue and Reems Road within the Greer Ranch Planned Area Development ("PAD"); Case FS20-108.

Motion:

I move to approve the Final Plat entitled, "The Northwest Corner of Peoria Avenue & Reems Road" dated April 24, 2020.

Background:

Kimley-Horn, on behalf of PL Stonefield LLC, seeks approval of a Final Plat to combine two (2) lots on 37.50 acres.

Objective Analysis:

The proposed Final Plat will combine two (2) lots on 37.50 acres

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports local commercial uses.

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

This item does not have an impact on current staffing levels.

ATTACHMENTS:

1. 00 - FS20-108 - NWC Peoria and Reems FP - CC Staff Report - 100620

2. 01 - FS20-108 - NWC Peoria and Reems FP - Vicinity Map - 100620
 3. 02 - FS20-108 - NWC Peoria and Reems FP - Case Map - 100620
 4. 03 - FS20-108 - NWC Peoria and Reems FP - Final Plat - 100620
 5. PP - FS20-108 - NWC Peoria and Reems FP - CC PowerPoint - 100620
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

1 **Case:** **FS20-108**

2
3 **Project Name:** Northwest Corner of Peoria Avenue and Reems Road

4
5 **Council District:** 3

6
7 **City Council Date:** **October 6, 2020**

8
9 **Planner:** Hobart Wingard

10
11
12 **Owner:** PL Stonefield LLC

13
14 **Applicant:** Teller Bard of Kimley-Horn

15
16 **Request:** Final Plat to combine two (2) lots in the Greer Ranch Planned Area
17 Development (PAD).

18
19 **Site Location:** Generally, on the northwest corner of Peoria Avenue and Reems Road

20
21 **Site Size:** 37.50 acres (approx.)

22
23 **Findings:**

- 24 • The proposed Final Plat is consistent with the Surprise General Plan 2035.
25 • The proposed Final Plat is consistent with the Zone Change as approved under case PADA02-
26 212.
27 • The proposed Final Plat is consistent with the Surprise Municipal Code.

28
29 **Alternative Actions:** **Approve** – Approval of the proposed Final Plat will allow the applicant
30 to eliminate an unbuildable lot and develop the entire parcel for
31 commercial uses.

32 **Deny** – Denial of the requested Final Plat will prevent the applicant
33 from developing a portion of the properties as proposed.
34
35
36
37
38
39
40

41 **Additional Information:**

42 The purpose of the subject Final Plat is to combine two (2) lots, one of which is unbuildable, to provide
43 a larger lot for commercial uses.

44

45 **Attachments:**

46 01 Vicinity Map

47 02 Case Map

48 03 Final Plat

VICINITY MAP

FS20-108



CASE MAP

FS20-108

Greer
Ranch

Rancho
Gabriella

SITE

Peoria Ave

Twelve
Oaks
Estates

Maricopa
County

Reems Rd

Glendale

DEDICATION
STATE OF ARIZONA
COUNTY OF MARICOPA
PL STONEFIELD, LLC, & KCI PR 40 LLC/KCP PR INVESTMENTS LLC, AS OWNERS, HAS SUBDIVIDED UNDER THE NAME "NORTHWEST CORNER OF PEORIA AVENUE & REEMS ROAD" A SUBDIVISION LOCATED IN SECTION 19, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRIDGE CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 19 BEARS NORTH 89 DEGREES 05 MINUTES 10 SECONDS WEST 147.84 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO THE EAST LINE OF GREER RANCH SOUTH PARCEL 14, AS RECORDED IN BOOK 671 OF MAPS, PAGE 24, RECORDS OF MARICOPA COUNTY, ARIZONA.
THENCE NORTH 01 DEGREE 04 MINUTES 50 SECONDS EAST, 55.00 FEET ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 55.00 FEET OF SAID SOUTHEAST QUARTER AND THE POINT OF BEGINNING.
THENCE SOUTH 88 DEGREES 05 MINUTES 10 SECONDS WEST 1154.98 FEET ALONG SAID EAST LINE TO A WALL IN WADSWORTH STAMPED 42137 ON THE SOUTH LINE OF SAID GREER RANCH SOUTH PARCEL 14.
THENCE SOUTH 88 DEGREES 05 MINUTES 10 SECONDS WEST 770.64 FEET ALONG SAID SOUTH LINE.
THENCE SOUTH 01 DEGREE 04 MINUTES 50 SECONDS WEST, 1154.98 FEET TO SAID NORTH LINE OF THE SOUTH 55.00 FEET.
THENCE NORTH 88 DEGREES 05 MINUTES 10 SECONDS WEST 778.64 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.
PARCEL 2
THAT PARCEL OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CITY OF SURPRISE BRIDGE CAP FLUSH MARKING THE SOUTHEAST CORNER OF SAID SECTION 19 BEARS NORTH 89 DEGREES 05 MINUTES 10 SECONDS WEST 1,210.20 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER TO THE SOUTH LINE OF GREER RANCH SOUTH PARCEL 14, AS RECORDED IN BOOK 671 OF MAPS, PAGE 24, RECORDS OF MARICOPA COUNTY, ARIZONA.
THENCE NORTH 01 DEGREE 04 MINUTES 50 SECONDS WEST 53.01 FEET ALONG SAID SOUTH LINE TO A 1/2 INCH CAPPED REBAR STAMPED 42137 ON THE WEST LINE OF THE EAST 53.00 FEET OF SAID SOUTHEAST QUARTER AND THE POINT OF BEGINNING.
THENCE SOUTH 01 DEGREE 04 MINUTES 50 SECONDS EAST 1,158.19 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF THE SOUTH 75.00 FEET OF SAID SOUTHEAST QUARTER.
THENCE NORTH 88 DEGREES 05 MINUTES 10 SECONDS WEST 2.00 FEET ALONG SAID NORTH LINE.
THENCE SOUTH 88 DEGREES 05 MINUTES 10 SECONDS WEST 28.01 FEET TO THE NORTH LINE OF THE SOUTH 55.00 FEET OF SAID SOUTHEAST QUARTER.
THENCE NORTH 01 DEGREE 04 MINUTES 50 SECONDS WEST 627.14 FEET ALONG SAID NORTH LINE.
THENCE NORTH 01 DEGREES 04 MINUTES 50 SECONDS EAST 50 SECONDS EAST 1154.98 FEET ALONG SAID NORTH LINE TO GREER RANCH SOUTH PARCEL 14.
THENCE NORTH 88 DEGREES 05 MINUTES 10 SECONDS EAST 656.99 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.
LEGAL DESCRIPTION
THAT PORTION OF THE PROPERTY DESCRIBED IN DOCUMENT NUMBER 2018-088508, MARICOPA COUNTY RECORDS, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CITY OF SURPRISE BRIDGE CAP FLUSH MARKING THE SOUTHEAST CORNER OF SAID SECTION 19 BEARS NORTH 89 DEGREES 05 MINUTES 10 SECONDS WEST 1,210.20 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER TO THE SOUTH LINE OF GREER RANCH SOUTH PARCEL 14, AS RECORDED IN BOOK 671 OF MAPS, PAGE 24, RECORDS OF MARICOPA COUNTY, ARIZONA.
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THENCE NORTH 88 DEGREES 05 MINUTES 10 SECONDS WEST 2.00 FEET ALONG SAID NORTH LINE.
THENCE SOUTH 88 DEGREES 05 MINUTES 10 SECONDS WEST 28.01 FEET TO THE NORTH LINE OF THE SOUTH 55.00 FEET OF SAID SOUTHEAST QUARTER.
THENCE NORTH 01 DEGREE 04 MINUTES 50 SECONDS WEST 627.14 FEET ALONG SAID NORTH LINE.
THENCE NORTH 01 DEGREES 04 MINUTES 50 SECONDS EAST 50 SECONDS EAST 1154.98 FEET ALONG SAID NORTH LINE TO GREER RANCH SOUTH PARCEL 14.
THENCE NORTH 88 DEGREES 05 MINUTES 10 SECONDS EAST 656.99 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.
NOTES
1. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNERS.
2. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS WITHIN THE CORN AND THE ATTACHED DRIVEWAYS, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
3. LANDSCAPING MAINTENANCE WITHIN THE MEDANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
4. SPURVELOS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS.
5. THE PROPERTY OWNERS AT THE TIME WHEN CITY OF SURPRISE MAPS, AND FOR SCENIC INFRASTRUCTURE IS AVAILABLE AT THE PROPERTY, SHALL BE REQUIRED TO CONDUCT AN ACCORDANCE WITH SURVEYING MUNICIPAL CODE AND THAT ALL APPLICABLE FEES, ANY OWNER OF THE PROPERTY SHALL NOTIFY PROSPECTIVE BUYERS AND THE PUBLIC OF THIS NOTE, AND ANY SALES CONTRACTS OR SALES REPORTS SHALL INCLUDE SUCH NOTE.
6. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
7. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" AND "Y" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 14010-0100A, WITH A DATE OF EXPIRATION OF OCTOBER 16, 2011, FOR COMMUNITY NO. 40055 IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED. IN ACCORDANCE WITH A.R.S. § 40-1412, THE CITY OF SURPRISE HAS DETERMINED THAT ALL LOCATIONS OCCURRING WITHIN THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
8. PURSUANT TO A.R.S. § 42-1112, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS (#14751 AND 14712), WHEN APPLICABLE.
9. NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REDUCE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
10. ALL NEW OR RELOCATED UTILITIES MUST BE PLACED UNDERGROUND.
11. ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN FOR THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE, ALL INTERIOR CORNER AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND SHOWN ON THIS PRODUCT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTE REQUIREMENTS.
PUBLIC NOTICE
THE LOTS DESCRIBED IN THIS PLAT ARE LOCATED WITHIN THE HONORARY AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHT BY-GET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. A MAP REFLECTING THE MOST CURRENT ADOPTED MAP NOISE CONTOURS IN RELATION TO THIS PLAT SHALL BE DISPLAYED IN ALL SALES OFFICES. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.





FS20-108

Northwest Corner of Peoria Avenue and Reems Road Final Plat

Mayor and City Council – October 6, 2020

VICINITY MAP

FS20-108



CASE MAP

FS20-108

**Greer
Ranch**

**Rancho
Gabriella**

SITE

Peoria Ave

**Twelve
Oaks
Estates**

**Maricopa
County**

Reems Rd

Glendale

ZONING MAP

FS20-108

**Greer
Ranch
PAD**

**Rancho
Gabriella
PAD**

SITE

Peoria Ave

**Twelve
Oaks
Estates**

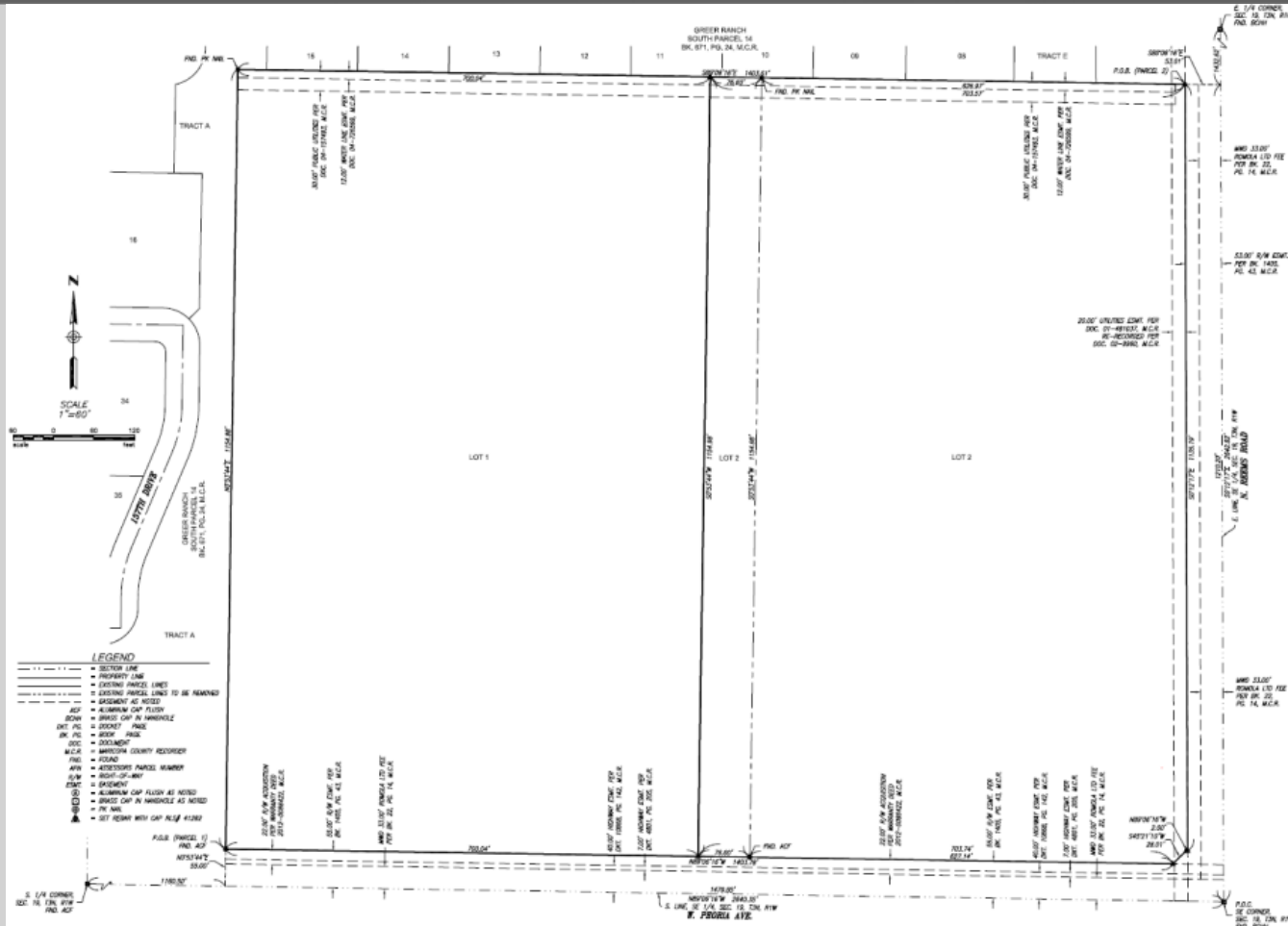
**Maricopa
County
R-35**

Reems Rd

**Glendale
PAD**



FINA









QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 6, 2020 Contact Person: Hobart Wingard, PLANNER II
Submitting Department: Community Development District: District 1
Staff Recommendations: None

Consent: Yes Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to the approval of the Final Plat entitled, "Rio Rancho Estates, Parcel 1A.1" dated July 30, 2020, an approximately 28.70 acre real property generally located on the northwest corner of Happy Valley Road and 183rd Avenue; Case FS18-518.

Motion:

I move to approve the Final Plat entitled, "Rio Rancho Estates, Parcel 1A.1" dated July 30, 2020.

Background:

Goodwin and Marshall, Inc., on behalf of Forestar USA Real Estate Group, Inc., seeks approval of a Final Plat for a 112-lot single-family residential subdivision in Parcel 1A.1 of the Rio Rancho Estates PUD.

Objective Analysis:

Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Policy Compliant:

The requested Final Plat is consistent with the Rio Rancho Estates PUD and advances the goals and policies of the General Plan.

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

1. 00 - FS18-518 - Rio Rancho 1A.1 FP - CC Staff Report - 100620
 2. 01 - FS18-518 - Rio Rancho 1A.1 FP - Vicinity Map- 100620
 3. 02 - FS18-518 - Rio Rancho 1A.1 FP - Case Map- 100620
 4. 03 - FS18-518 - Rio Rancho 1A.1 FP - Final Plat - 100620
 5. 04 - FS18-518 - Rio Rancho 1A.1 FP - Landscape - 100620
 6. PP - FS18-518 - Rio Rancho 1A.1 FP - CC PowerPoint - 100620
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS18-518

Project Name: Rio Rancho Parcel 1A.1 Final Plat

Council District: 1 - Acacia

City Council Date: October 6, 2020

Planner: Hobart Wingard, Planner II

Owner: Forestar USA Real Estate Group, Inc.

Applicant: Matthew Goodwin of Goodwin and Marshall, Inc.

Request: Final Plat for a 112 lot, single-family subdivision in Parcel 1A.1 of the Rio Rancho Estates PUD

Site Location: Generally, on the northwest corner of Happy Valley Road and 183rd Avenue.

Site Size: 28.70 acres (approx.)

Density: 3.90 DU/Ac

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Rio Rancho Estates PUD as approved under case FS17-259.
- The Final Plat is consistent with the Preliminary Plat approved under case FS18-071.

Alternative Actions:

Approve – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Deny – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

Additional Information:

43

44 Goodwin and Marshall, Inc., on behalf of Forestar USA Real Estate Group, Inc., requests approval of
45 the Final Plat for Rio Rancho Estates, Parcel 1A.1. The subject property is approximately 28.70 acres
46 and it is located on the northwest corner of Happy Valley Road and 183rd Avenue. The subject
47 property is zoned RM-9-PUD.

48

49 The applicant proposes 112 single-family lots for a total density of 3.90 dwelling units per acre. The
50 typical lot proposed is 48' x 110'. This plat includes a total of 9.35 acres of open space that includes a
51 4.27-acre park facility with a ramada and playground with various amenities.

52

53 The proposed Final Plat is in compliance with the approved Rio Rancho Estates PUD approved under
54 Case FS17-259 and the preliminary plat approved under case FS18-071.

55

56 **Attachments:**

57

58 01 Vicinity Map

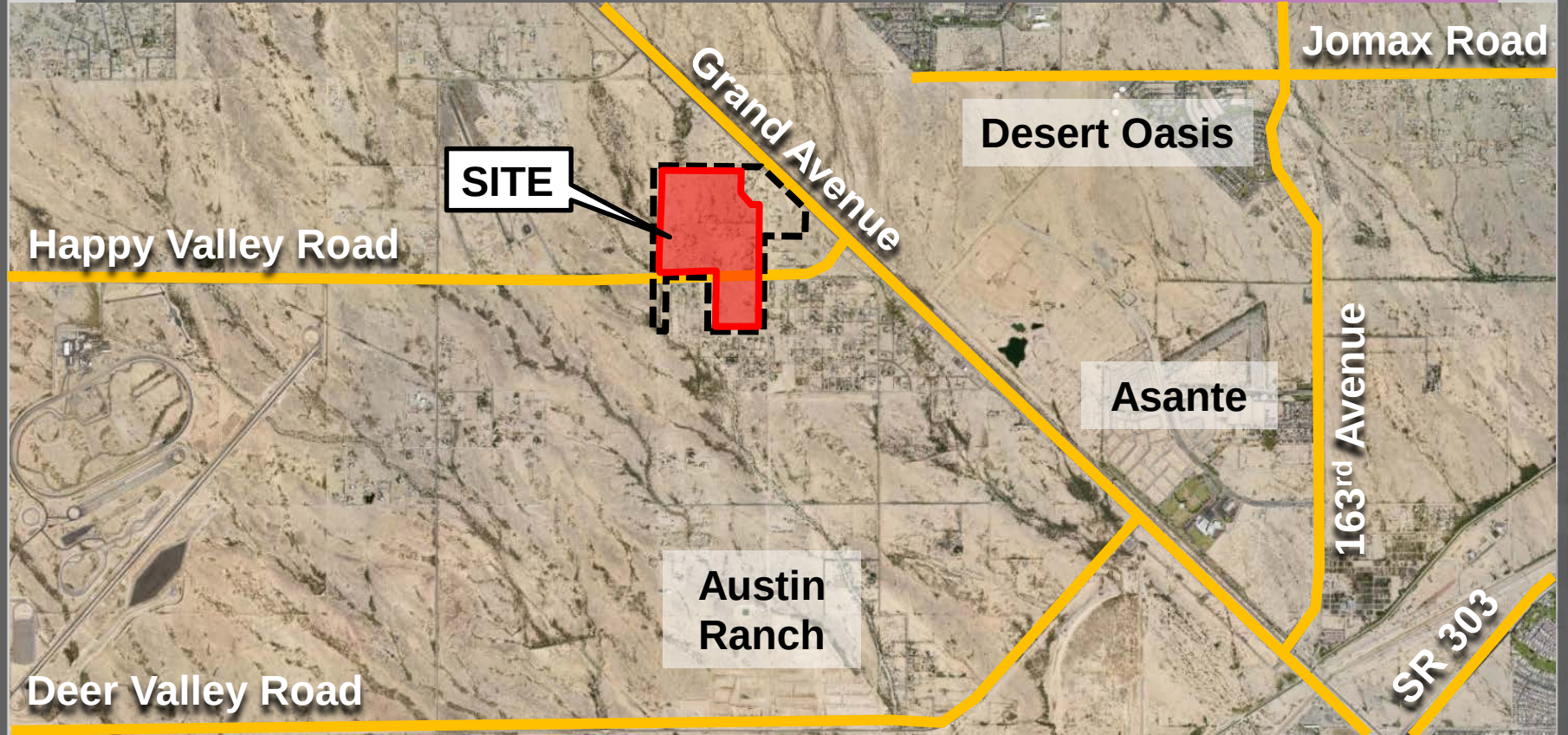
59 02 Case Map

60 03 Final Plat

61 04 Landscape Plans

VICINITY MAP

FS18-518
Rio Rancho 1A.1



CASE MAP

FS18-518
Rio Rancho 1A.1



RECEIVED

07/31/2020

DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, AS OWNER, DOES HEREBY PUBLISH THIS FINAL PLAT OF "RIO RANCHO ESTATES PARCEL 1A.1" SURPRISE, ARIZONA, A REPLAT OF PARCEL 1A.1 OF THE MASTER PLAT OF RIO RANCHO ESTATES PARCELS 1A.1, 1A.2, 2A, 2B, 3A, 8 3B, AS RECORDED IN BOOK 1513 OF MAPS, PAGE 23, OF THE MARICOPA COUNTY RECORDER SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "RIO RANCHO ESTATES PARCEL 1A.1" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES TO THE CITY OF SURPRISE FOR USE, AS SUCH, THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

ALL NOTATIONS AND DEDICATIONS STATED ON OR WITHIN THE MASTER PLAT OF RIO RANCHO ESTATES PARCELS 1A.1, 1A.2, 2A, 2B, 3A, 8 3B, AS RECORDED IN BOOK 1513 OF MAPS, PAGE 23, OF THE MARICOPA COUNTY RECORDER SHALL REMAIN IN FULL FORCE AND EFFECT WITH THE RECORDATION OF THIS FINAL PLAT.

OWNER, HEREBY DEDICATES TO THE CITY THE RIGHTS-OF-WAY AS SHOWN HEREON.

OWNER, HEREBY GRANTS TO THE PUBLIC A PERPETUAL NON-EXCLUSIVE EASEMENT IN, OVER, UNDER, THROUGH, AND ACROSS THE AREA DESIGNATED AS PUBLIC UTILITY EASEMENT AS SHOWN ON THE PLAT FOR THE PURPOSE OF ACCESSING, INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING PUBLIC UTILITIES.

OWNER, HEREBY DEDICATES TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON, AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS.

OWNER, HEREBY DEDICATES TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELDS.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.

THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

LANDSCAPING MAINTENANCE WITHIN THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.

ALL IMPROVEMENTS FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY THE OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE, SHALL BE DEEMED TO HAVE BEEN DEDICATED BY THE OWNER TO THE CITY UPON THEIR COMPLETION, HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY FORMAL COUNCIL ACTION.

THE EASEMENTS GRANTED WITHIN THIS DEDICATION AS PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSES OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR TRASH COLLECTION VEHICLES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSES OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL EXCLUSIVE EASEMENT OVER, UNDER, UPON AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS SEWER LINES AND MANHOLES FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING THE SEWER LINES AND MANHOLES.

TRACTS A, B, C, D, E, F, G, AND H ARE HEREBY DEDICATED TO A FUTURE HOMEOWNER'S ASSOCIATION AND ARE DECLARED FOR THE SPECIFIC USES IDENTIFIED ON THE TRACT SUMMARY TABLE PROVIDED HEREIN ON PAGE 2 OF THIS FINAL PLAT AND SUBJECT TO THE EASEMENTS DEDICATED TO THE CITY OF SURPRISE.

IN WITNESS WHEREOF:
FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, AS OWNER, HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED TO BY THE SIGNATURES OF THE UNDERSIGNED MEMBER REPRESENTATIVES DULY AUTHORIZED THIS ____ DAY OF ____, 20__.

FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION

BY: BRIAN KONDERIK, DIVISION PRESIDENT

SHEET INDEX

SHEET 1 COVER
SHEET 2 LOT SUMMARY TABLE, TRACT SUMMARY TABLE, CURVE AND LINE TABLES, LEGAL DESCRIPTION, AND DETAILS
SHEETS 3-4 TYPICAL PLAT PLAN SHEETS

FINAL PLAT

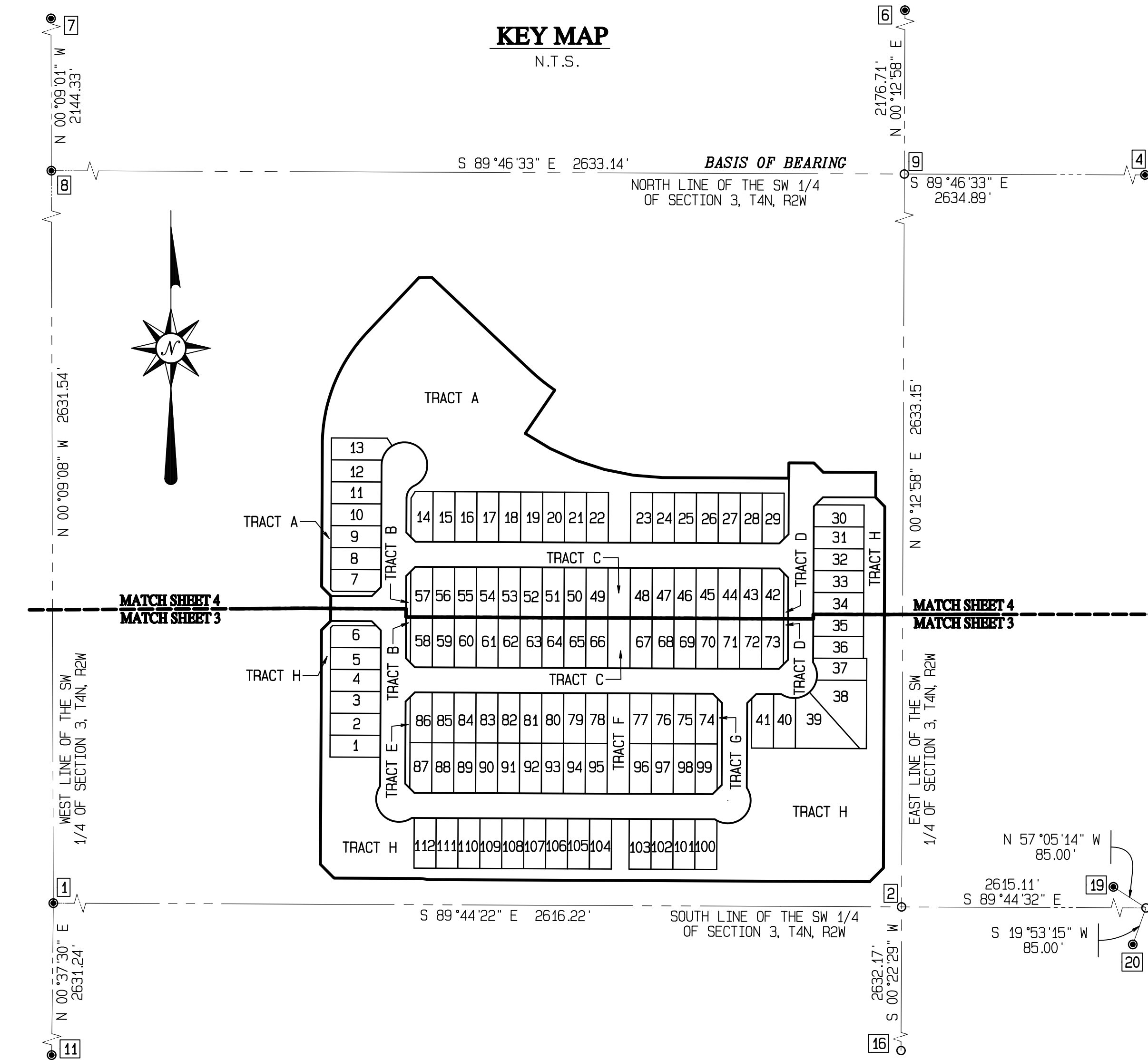
"RIO RANCHO ESTATES, PARCEL 1A.1"

SURPRISE, ARIZONA

A REPLAT OF PARCEL 1A.1 OF THE MASTER PLAT OF RIO RANCHO ESTATES PARCELS 1A.1, 1A.2, 2A, 2B, 3A, & 3B, AS RECORDED IN BOOK 1513 OF MAPS, PAGE 23, OF THE MARICOPA COUNTY RECORDER SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

KEY MAP

N.T.S.



PUBLIC NOTICE

THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. A MAP DEPICTING THE MOST CURRENT ADOPTED MAG NOISE CONTOURS IN RELATION TO THIS PLAT SHALL BE DISPLAYED IN ALL SALES OFFICES. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

NOTES

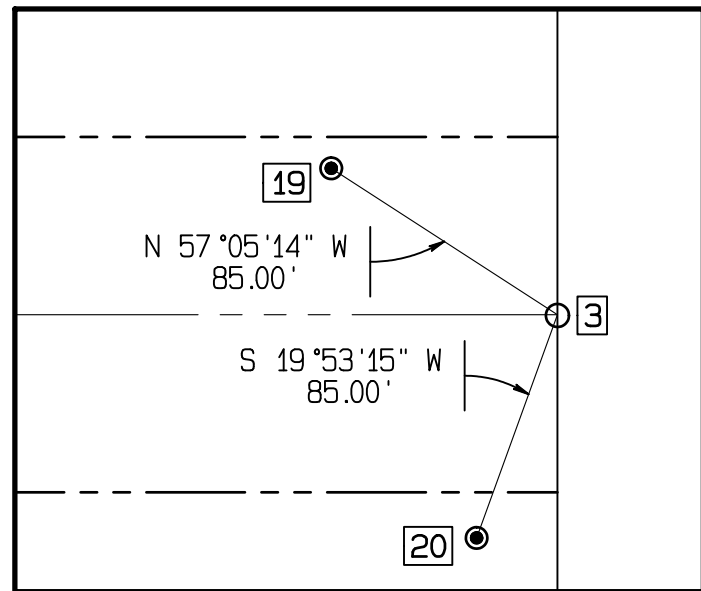
- NO STRUCTURE OF ANY KIND MAY BE CONSTRUCTED OR ANY VEGETATION BE PLANTED NOR BE ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH THE EASEMENT.
- NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER, OR PLACED WITHIN THE SEWER AND WATER EASEMENT EXCEPT WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING AND/OR PAVING NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS, SHRUBS, AND GROUND COVER THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
- CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
- STRUCTURES AND LANDSCAPING AT ALL INTERSECTIONS OF STREET RIGHTS-OF-WAY WILL BE MAINTAINED AT A MAXIMUM OF 30" IN HEIGHT ABOVE PAVEMENT IN TRIANGLE MEASURED ALONG THE RIGHT-OF-WAY LINES PER CITY OF SURPRISE STANDARD DETAILS 4-01 AND 4-02.
- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "AE" AND "X", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1205L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- IN ACCORDANCE WITH A.R.S. SS 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. SS 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
- THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE RIO RANCHO ESTATES PRELIMINARY PLAT, APPROVED OCTOBER 16, 2018 UNDER CASE NO. FS18-071.

BASIS OF BEARINGS

THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST AS SHOWN ON THE UNRECORDED ALTA/NSPS LAND TITLE SURVEY PREPARED BY ARIZONA SURVEYING AND MAPPING, DATED JANUARY 19, 2018 JOB NO. P17-333, SAID BEARING BEING SOUTH 89°46'33" EAST AS MEASURED BETWEEN MONUMENT NUMBER 8 AND 4 SHOWN HEREON AND DESCRIBED UNDER MONUMENT NOTES.

DETAIL "A"

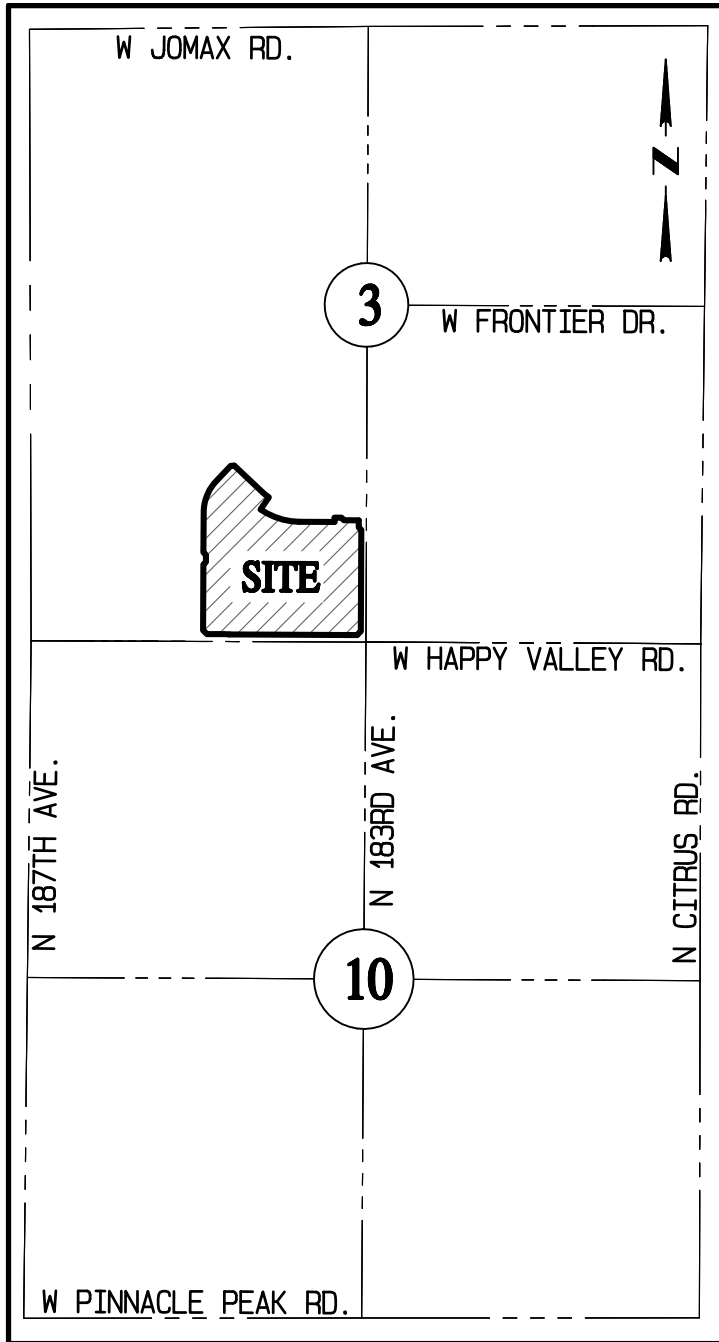
N.T.S.



100 YEAR ASSURED WATER SUPPLY

THE SUBDIVIDER HAS OBTAINED A CERTIFICATE OF 100 YEAR ASSURED SUPPLY FROM THE DEPARTMENT OF WATER RESOURCES.

27-401762.0000 MAY 08, 2008
CERTIFICATE NUMBER DATE



VICINITY MAP

N.T.S.

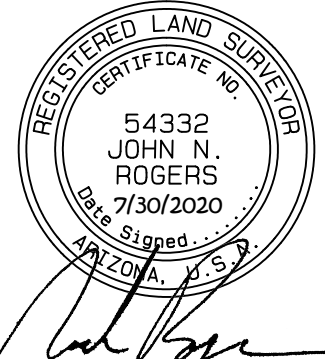
SURVEYOR'S STATEMENT

I, LANCE C. DICKSON, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION AND THE SURVEY IS TRUE AND COMPLETE AS SHOWN, MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS, ALL MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN, THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



BY: LANCE C. DICKSON, R.L.S. #46643
ARIZONA SURVEYING AND MAPPING
2411 W. NORTHERN, SUITE 110
PHOENIX, ARIZONA 85021
(602) 246-9919

I, JOHN N. ROGERS, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, DO HEREBY DECLARE THAT THE INTERNAL LOT AND TRACT LINES, EASEMENTS, RIGHTS-OF-WAY, AND OTHER CALCULATIONS OTHER THAN PROPERTY BOUNDARY, WERE PROPERLY PREPARED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE PLATTING RULES AND REGULATIONS OF THE STATE OF ARIZONA.



BY: JOHN N. ROGERS, R.L.S. #54332
GOODWIN AND MARSHALL, INC.
2705 S. ALMA SCHOOL RD., SUITE 2
CHANDLER, ARIZONA 85286
(602) 218-7285

NOTE:
A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATE" IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A GUARANTEE, EXPRESS OR IMPLIED.

PREPARED JULY 2020

SHEET 1 OF 4

PREPARED BY:

GOODWIN &
MARSHALL

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2705 South Alma School Road, Suite 2
Chandler, Arizona 85286
(602) 218-7285

SURVEYED BY:



2440 W. Mission, Suite 4
Phoenix, Arizona 85021
(602) 246-9919

OWNER:

FORESTAR (USA) REAL
ESTATE GROUP INC.

20410 NORTH 19TH AVENUE
SUITE 100
PHOENIX, ARIZONA 85027
(480) 368-2357

OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY LOCATED WITHIN THE RIGHT OF WAY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.

APPROVALS

DATA ON THIS PLAT REVIEWED AND APPROVED THIS DAY ____ OF ____, 20__, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED BY: _____ DATE: _____
CITY ENGINEER

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, THIS DAY ____ OF ____, 20__.

APPROVED BY: _____ DATE: _____
MAYOR

ATTESTED BY: _____ DATE: _____
CLERK

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA)

ON THIS ____ DAY OF ____, 20__, BEFORE ME, THE UNDERSIGNED BRIAN KONDERIK, PERSONALLY APPEARED, WHO ACKNOWLEDGED HIMSELF TO BE THE DIVISION PRESIDENT OF FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:

I HERETO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

FINAL PLAT OF "RIO RANCHO ESTATES, PARCEL 1A.1"

CASE NO. FS18-518
Thu Jul 30 15:33:07 2020
W:\10692A - Rio Rancho\COGO\PARCEL 1A\N.A.1\FPLAT.pro Plotted:

All that certain lot, tract, or parcel of land, situated in a portion of the Southwest Quarter of Section 3, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

THENCE South 89 deg. 46 min. 33 sec. East along the North line of the Southwest Quarter of said Section 3, a distance of 1571.22 feet,

THENCE North 88 deg. 22 min. 09 sec. East, a distance of 28.28 feet,

THENCE in a southeasterly direction along said curve to the left, a distance of 69.39 feet,

THENCE South 58 deg. 58 min. 07 sec. East, a distance of 63.95 feet,

THENCE South 72 deg. 10 min. 44 sec. East, a distance of 63.95 feet,

THENCE South 85 deg. 19 min. 13 sec. East, a distance of 64.16 feet,

THENCE North 00 deg. 15 min. 38 sec. East, a distance of 33.53 feet,

THENCE South 44 deg. 45 min. 16 sec. East, a distance of 28.28 feet,

THENCE South 00 deg. 12 min. 58 sec. West being 60.00 feet West of and parallel with the East line of the Southwest Quarter of said Section 3, a distance of 55.00 feet,

THENCE South 00 deg. 12 min. 58 sec. West being 40.00 feet West of and parallel with the East line of the Southwest Quarter of said Section 3, a distance of 791.61 feet,

THENCE North 89 deg. 44 min. 22 sec. West being 55.00 feet North of and parallel with the South line of the Southwest Quarter of said Section 3, a distance of 963.66 feet,

THENCE North 89 deg. 43 min. 35 sec. West, a distance of 188.71 feet

THENCE North 00 deg. 15 min. 38 sec. East, a distance of 513.07 feet,

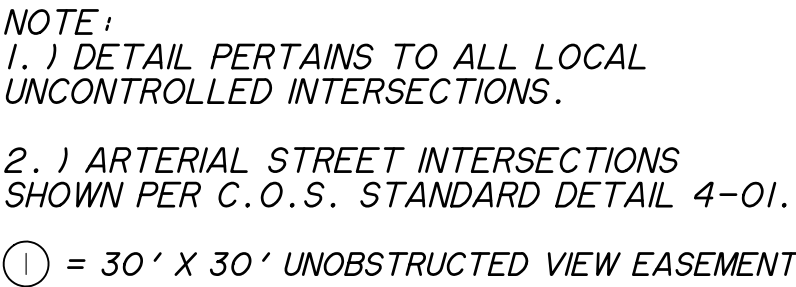
THENCE North 00 deg. 15 min. 38 sec. East, a distance of 55.00 feet,

THENCE North 00 deg. 15 min. 38 sec. East, a distance of 311.49 feet to a Point of Curvature of a circular curve to the right, having a radius of 360.00 feet, a central angle of 43 deg. 06 min. 31 sec., and being subtended by a chord which bears North 21 deg. 48 min. 54 sec. East - 264.52 feet;

THENCE North 43 deg. 22 min. 09 sec. East tangent to said curve, a distance of 164.70 feet to the POINT OF BEGINNING, containing 1,250,266 square feet or 28.702 acres of land, more or less.

- 1 FOUND 1/2" REBAR RLS# 38863 LOCALLY ACCEPTED AS THE SOUTHWEST CORNER OF SECTION 3,T4N, R2W, SHOWN IN LAND DIVISION SURVEY BOOK 1110, PAGE 49, M.C.R.
- 2 CALCULATED POSITION OF THE SOUTH QUARTER CORNER OF SECTION 3, T4N, R2W PER BOOK 98 OF MAPS, PAGE 24, M.C.R. MAG STD. DTL. TYPE "A" WILL BE SET AFTER FINAL IMPROVEMENTS TO WEST HAPPY VALLEY ROAD ARE IN PLACE.
- 3 CALCULATED POSITION OF SOUTHEAST CORNER OF SECTION 3, T4N, R2W BASED ON REFERENCE MONUMENTS PER PLSS SUBDIVISION MAP BOOK 1029 OF SURVEYS, PAGE 48, M.C.R.
- 4 FOUND 2" MARICOPA COUNTY ALUMINUM CAP ON BAR AT THE EAST QUARTER CORNER OF SECTION 3, T4N, R2W RLS# 35832 DATED 2004
- 6 FOUND 2" MARICOPA COUNTY ALUMINUM CAP ON BAR AT THE NORTH QUARTER CORNER OF SECTION 3, T4N, R2W RLS# 35832 DATED 2004
- 7 FOUND 3" MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN HANDHOLE AT THE NORTHWEST CORNER OF SECTION 3, T4N, R2W
- 8 FOUND 3" MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN CONCRETE BASE AT THE WEST CORNER OF SECTION 3, T4N, R2W
- 9 CALCULATED CENTER OF SECTION 3, T4N, R2W
- 10 FOUND 1" IRON PIPE AT THE SOUTH 16TH CORNER OF THE SOUTHWEST QUARTER OF SECTION 3, T4N, R2W ALSO THE INTERSECTION OF RIO RANCHO BLVD. AND HAPPY VALLEY ROAD, ALSO FOUND 1/2" REBAR 3.96 FEET SOUTH
- 11 FOUND 2" MARICOPA COUNTY ALUMINUM CAP ON BAR AT THE WEST QUARTER CORNER OF SECTION 10, T4N, R2W RLS# 35832 DATED 2004
- 16 CALCULATED CENTER OF SECTION 10, T4N, R2W
- 19 FOUND ALUMINUM CAPPED ROD DATED, 2004 RLS# 35832
- 20 FOUND 5/8" REBAR

NOTE:
1.) FRONT FACING GARAGES SHALL HAVE A MINIMUM 21-FOOT FRONT YARD SETBACK.
2.) MAXIMUM COVERAGE OF 55% FOR ALL ZONING DISTRICTS.



N.T.S.

H.O.A. HOME OWNERS ASSOCIATION

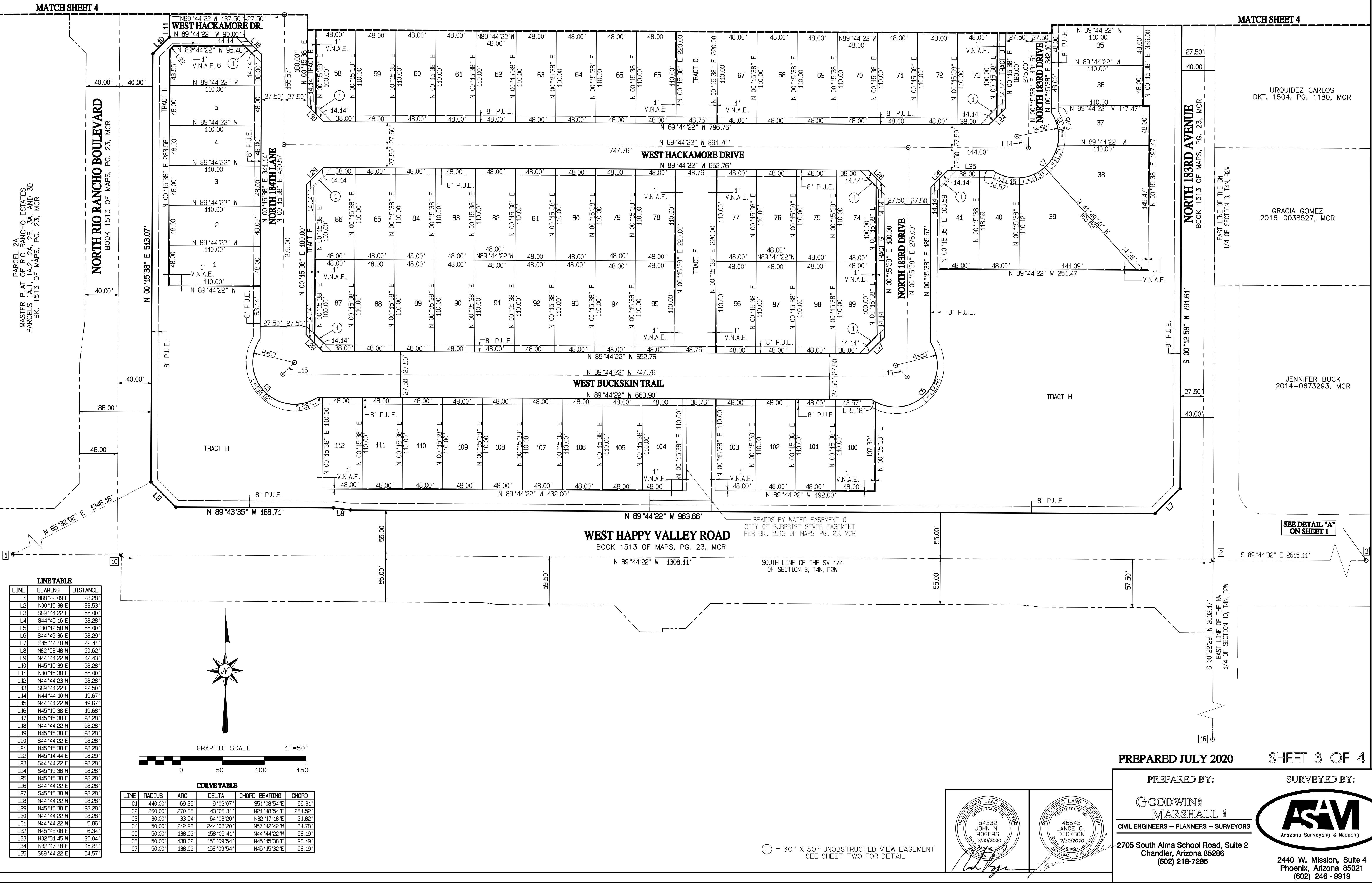
LEGEND	
●	FOUND MONUMENT AS NOTED
●	SET CORNER OF THIS PLAT PER MAG. STD. DTL. 120 TYPE "C"
○	SET BRASS CAP FLUSH PER MAG. STD. DTL. 120 TYPE "B"
○	CALCULATED POINT. NOTHING FOUND AND NOTHING SET
(M)	MEASURED
(R)	RECORD
W.E.	WATER EASEMENT
W.S.E.	WATER & SEWER EASEMENT
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
R/W	RIGHT-OF-WAY
MCR	MARICOPA COUNTY RECORDS
BK.	BOOK
PG.	PAGE
_____	PLAT BOUNDARY LINE
_____	RIGHT-OF-WAY LINE
-----	EASEMENT LINE
.....	SECTION LINE
- - - -	CENTER LINE
-----	MATCH LINE

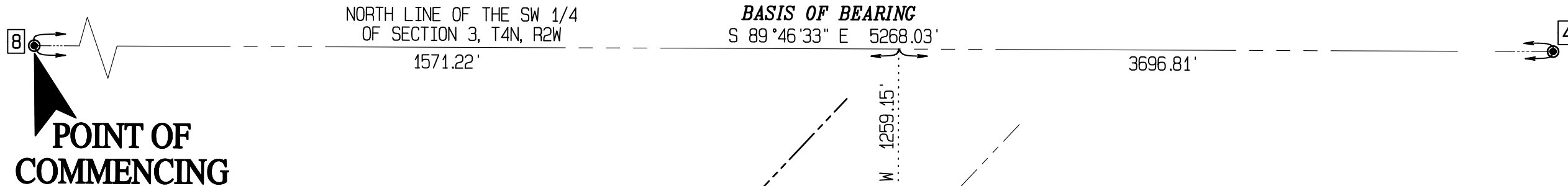
2440 W. Mission, Suite 4
Phoenix, Arizona 85021
(602) 246 - 9919

FINAL PLAT OF "RIO RANCHO ESTATES, PARCEL 1A.1"

CASE NO.
FS18-518

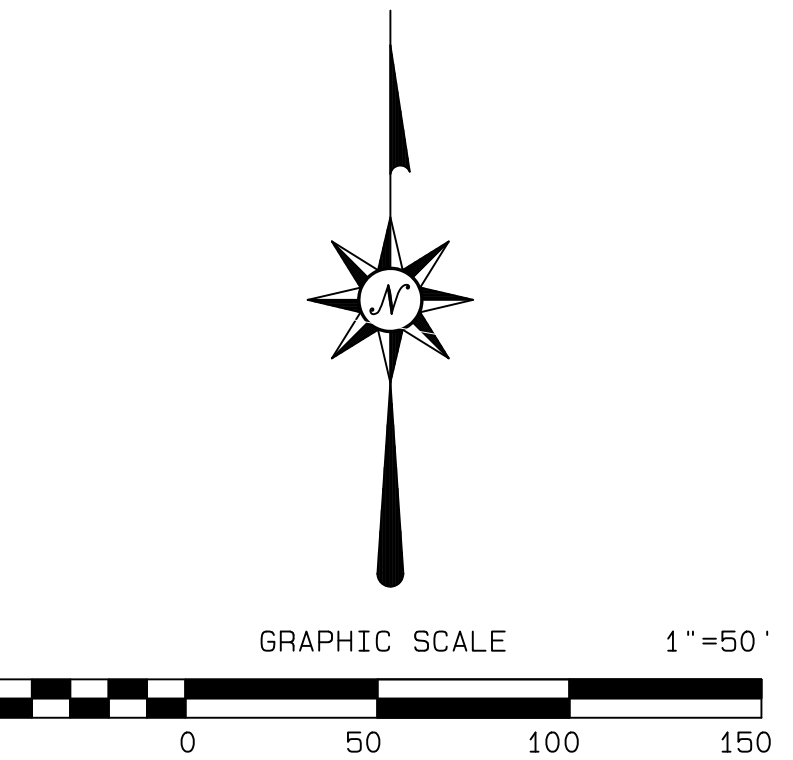
W:\J0692A - Rio Rancho\COGO\PARCEL A\A.1 FPLAT.pro Plotted: Thu Jul 30 15:34:05 2020





LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°22'09\"E	28.28'
L2	N00°15'38\"E	33.53'
L3	S89°44'22\"E	55.00'
L4	S44°45'16\"E	28.28'
L5	S00°12'58\"W	55.00'
L6	S44°46'36\"E	28.29'
L7	S45°14'18\"W	42.41'
L8	N82°53'48\"W	20.62'
L9	N44°44'22\"W	42.43'
L10	N45°15'39\"E	28.28'
L11	N00°15'38\"E	55.00'
L12	N44°44'22\"W	28.28'
L13	S89°44'22\"E	22.50'
L14	N44°44'10\"W	19.67'
L15	N44°44'22\"W	19.67'
L16	N45°15'38\"E	19.68'
L17	N45°15'38\"E	28.28'
L18	N44°44'22\"W	28.28'
L19	N45°15'38\"E	28.28'
L20	S44°44'22\"E	28.28'
L21	N45°15'38\"E	28.28'
L22	N45°14'44\"E	28.29'
L23	S44°44'22\"E	28.28'
L24	S45°15'38\"W	28.28'
L25	N45°15'38\"E	28.28'
L26	S44°44'22\"E	28.28'
L27	S45°15'38\"W	28.28'
L28	N44°44'22\"W	28.28'
L29	N45°15'38\"E	28.28'
L30	N44°44'22\"W	28.28'
L31	N44°44'22\"W	5.86'
L32	N45°45'08\"E	6.34'
L33	N32°31'45\"W	20.04'
L34	N32°17'18\"E	16.81'
L35	S89°44'22\"E	54.57'

CURVE TABLE					
LINE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	440.00'	69.39'	9°02'07\"	S51°08'54\"E	69.31'
C2	360.00'	270.86'	43°06'31\"	N21°48'54\"E	264.52'
C3	30.00'	33.54'	64°03'20\"	N32°17'18\"E	31.82'
C4	50.00'	212.98'	244°03'20\"	N57°42'42\"W	84.78'
C5	50.00'	138.02'	158°09'41\"	N44°44'22\"W	98.19'
C6	50.00'	138.02'	158°09'54\"	N45°15'38\"E	98.19'
C7	50.00'	138.02'	158°09'54\"	N45°15'32\"E	98.19'



PARCEL 1A.2
MASTER PLAT OF RIO RANCHO ESTATES
PARCELS 1A.1, 1A.2, 2A, 2B, 3A, AND 3B
BK. 1513 OF MAPS, PG. 23, MCR

PARCEL 2B
MASTER PLAT OF RIO RANCHO ESTATES
PARCELS 1A.1, 1A.2, 2A, 2B, 3A, AND 3B
BK. 1513 OF MAPS, PG. 23, MCR

NORTH RIO RANCHO BOULEVARD
BOOK 1513 OF MAPS, PG. 23, MCR

MATCH SHEET 3

NORTH 184TH LANE
BOOK 1513 OF MAPS, PG. 23, MCR

WEST HACKAMORE DR.
BOOK 1513 OF MAPS, PG. 23, MCR

WEST DESERT HOLLOW DRIVE

NORTH 183RD DRIVE
BOOK 1513 OF MAPS, PG. 23, MCR

NORTH 183RD AVENUE
BOOK 1513 OF MAPS, PG. 23, MCR

SUMMER WINDS LLC
2000-0107023, MCR

BRIDGEPORT FINANCIAL SERVICES
2012-0168413, MCR

HENRY KENICK, MARY ANN
2017-0490166, MCR

MATCH SHEET 3

PREPARED JULY 2020 SHEET 4 OF 4

PREPARED BY: SURVEYED BY:

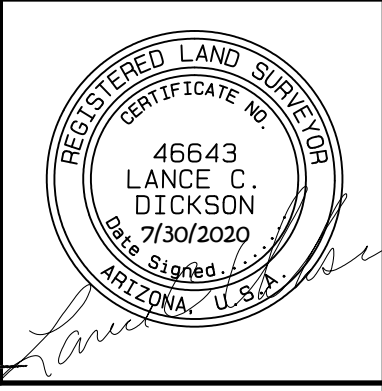
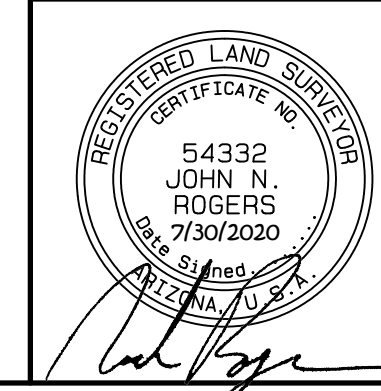
GOODWIN & MARSHALL

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS



2705 South Alma School Road, Suite 2
Chandler, Arizona 85286
(602) 218-7285

2440 W. Mission, Suite 4
Phoenix, Arizona 85021
(602) 246-9919



① = 30' X 30' UNOBSTRUCTED VIEW EASEMENT
SEE SHEET TWO FOR DETAIL

FINAL PLAT OF "RIO RANCHO ESTATES, PARCEL 1A.1"

CASE NO. FS18-518
W:\10692A - Rio Rancho\COGO\PARCEL 1A\1A.1.FLAT.pro Plotted: Thu Jul 30 15:35:25 2020

RIO RANCHO

Phase 1A.1 Hardscape Construction Documents

Hardscape Quantities:

	Type	Units	Quantity
Concrete			
OPEN SPACE SIDEWALK	"GREY"	S.F.	11,620
PLAYGROUND SIDEWALK TURNDOWN	"GREY"	L.F.	230
PLAYGROUND HEADER EDGE	"GREY"	L.F.	142
Masonry Walls			
COMMUNITY WALL	8"Ø"	L.F.	2,048
PARTIAL VIEW WALL	4 FT. / 2 FT.	L.F.	1,780
FULL VIEW WALL	8"Ø"	EA.	620
GARBAGE BASKET COLUMN	8"Ø"	EA.	3
COMMUNITY & PRIVACY WALL COLUMN	8"Ø"	EA.	112
Entry Features			
COMMUNITY ENTRANCE	1	EA.	1
NEIGHBORHOOD ENTRANCE	2	EA.	1
Site Furniture			
6 FT. BENCH	WABASH VALLEY	EA.	2
TRASH RECEPTACLE	WABASH VALLEY	EA.	12
CHARCOAL BAR-B-QUE	WABASH VALLEY	EA.	1
RECYCLED BENCH TOP	PATTERSON WILLOW	EA.	3
Recreation Amenities			
MULTI-PURPOSE PLAY LAWN	TURF	SF.	48,320
Covered Structures			
CRS - NEIGHBORHOOD RAMADA (16' X 16')	DENVER MODEL	EA.	1
Play Equipment			
PLAYGROUND - PLAY STRUCTURE	LANDSCAPE STRUCT.	EA.	1
SOFTFALL PLAYGROUND SURFACE	SOFTFALL	S.F.	6,350

Callout Notes:

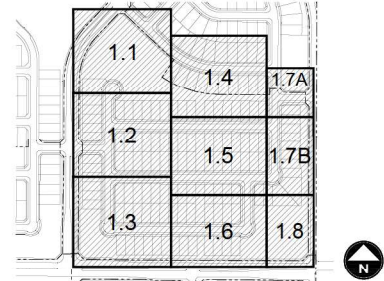
- COMMUNITY ENTRY MONUMENT SIGN (TYP.)
SEE DETAIL 1 - 2, SHEET H1.12
- NEIGHBORHOOD ENTRY SIGN (TYP.)
SEE DETAIL 4 - 5, SHEET H1.12
- COMMUNITY WALL (TYP.)
SEE DETAIL 3, SHEET H1.11
- RAMADA LIGHT (TYP.)
(SEE ELECTRICAL PLANS)
- PARTIAL VIEW WALL
SEE DETAIL 5 - 6, SHEET H1.11
- FULL VIEW WALL
SEE DETAIL 3 - 4, SHEET H1.11
- GARBAGE BASKET COLUMN (TYP.)
SEE DETAIL 3, SHEET H1.11
- OMU COLUMN (TYP.)
SEE DETAIL 8 - 9, SHEET H1.11
- CONCRETE SIDEWALK (TYP.) COLOR: GREY
FOR REFERENCE ONLY - SEE CIVIL PLANS
- CONCRETE SIDEWALK (TYP.) COLOR: GREY
SEE DETAIL 9 - 10, SHEET H1.10
- OPEN SPACE BOLLARD LIGHT (TYP.)
FOR REFERENCE ONLY - SEE ELECTRICAL PLANS
- PLAYGROUND AREA LIGHT
FOR REFERENCE ONLY - SEE ELECTRICAL PLANS
- 4" X 8" EXTRUDED CONCRETE HEADER (TYP.)
REGULAR CONCRETE. SEE DETAIL 8, SHEET H1.10
- ADA HANDICAP ACCESSIBLE RAMP (TYP.)
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 16' X 16' NEIGHBORHOOD RAMADA
SEE DETAIL 1, SHEET H1.13
- RECREATIONAL TURF AREA FOR
MULTI-PURPOSE PLAY
SEE DETAIL 9, SHEET H1.10
- PICNIC TABLE (TYP.)
SEE DETAIL 6, SHEET H1.10
- BENCH
SEE DETAIL 3, SHEET H1.10
- TRASH RECEPTACLE
SEE DETAIL 3, SHEET H1.10
- BIKE RACK
SEE DETAIL 4, SHEET H1.10
- BAR-B-QUE GRILL
SEE DETAIL 7, SHEET H1.10
- PLAYGROUND - PLAY STRUCTURE
SEE SHEET H1.9
- PLAY EQUIPMENT SAFE ZONE
SEE DETAIL 1, SHEET H1.10
- SOFTFALL PLAY AREA SAFETY SURFACING
SEE DETAIL 1, SHEET H1.10
- SIGHT VISIBILITY TRIANGLE (TYP.)
PER O.D.S. DETAIL 4.01 AND 4.02
- CONCRETE SIDEWALK TURNDOWN
SEE DETAIL 1, SHEET H1.10
- PLAYGROUND VOLLEYBALL CONCRETE EDGE
SEE DETAIL 8, SHEET H1.10
- VOLLEYBALL NET POST AND NET
SEE DETAIL 2, SHEET H1.13
- SAND PIT FOR VOLLEYBALL
- 16' SQUARE MASONRY BLOCK RAMADA COLUMN
SEE DETAIL 1, SHEET H1.13
- RAMADA LIGHT (TYP.)
(SEE ELECTRICAL PLANS)
- DRAINAGE STRUCTURE - FOR REFERENCE ONLY
SEE CIVIL PLANS
- STREET LIGHT (TYP.)
(SEE ELECTRICAL PLANS)
- COMMUNITY ENTRY MONUMENT SIGN WEATHERED
STEEL WALL, SEE DETAIL 3, SHEET H1.12
- COMMUNITY ENTRY MONUMENT SIGN
GARBAGE BASKET, SEE DETAIL 3, SHEET H1.12

ALL SIDEWALKS LOCATED IN THE PUBLIC RIGHT-OF-WAY SHALL BE CONSTRUCTED FROM THE APPROVED CIVIL ENGINEERING PLANS.

Sheet Index:

SHEET H0.1	HARDSCAPE COVER SHEET
SHEET H0.2	OVERALL HARDSCAPE PLAN
SHEET H1.1	HARDSCAPE PLAN
SHEET H1.2	HARDSCAPE PLAN
SHEET H1.3	HARDSCAPE PLAN
SHEET H1.4	HARDSCAPE PLAN
SHEET H1.5	HARDSCAPE PLAN
SHEET H1.6	HARDSCAPE PLAN
SHEET H1.7	HARDSCAPE PLAN
SHEET H1.8	HARDSCAPE PLAN
SHEET H1.9	PLAYGROUND DETAIL
SHEET H1.10	HARDSCAPE DETAILS
SHEET H1.11	HARDSCAPE DETAILS
SHEET H1.12	HARDSCAPE DETAILS
SHEET H1.13	HARDSCAPE DETAILS

KEY MAP:



- QUANTITIES ARE FOR REFERENCE PURPOSES ONLY.
- WALLS, RAMADAS AND OTHER AMENITIES SHALL BE SUBMITTED TO BUILDING SAFETY FOR REVIEW, APPROVAL, PERMITTING AND INSPECTION.



RIO RANCHO
PHASE 1A.1
CONSTRUCTION DOCUMENTS
CITY OF SURPRISE, ARIZONA



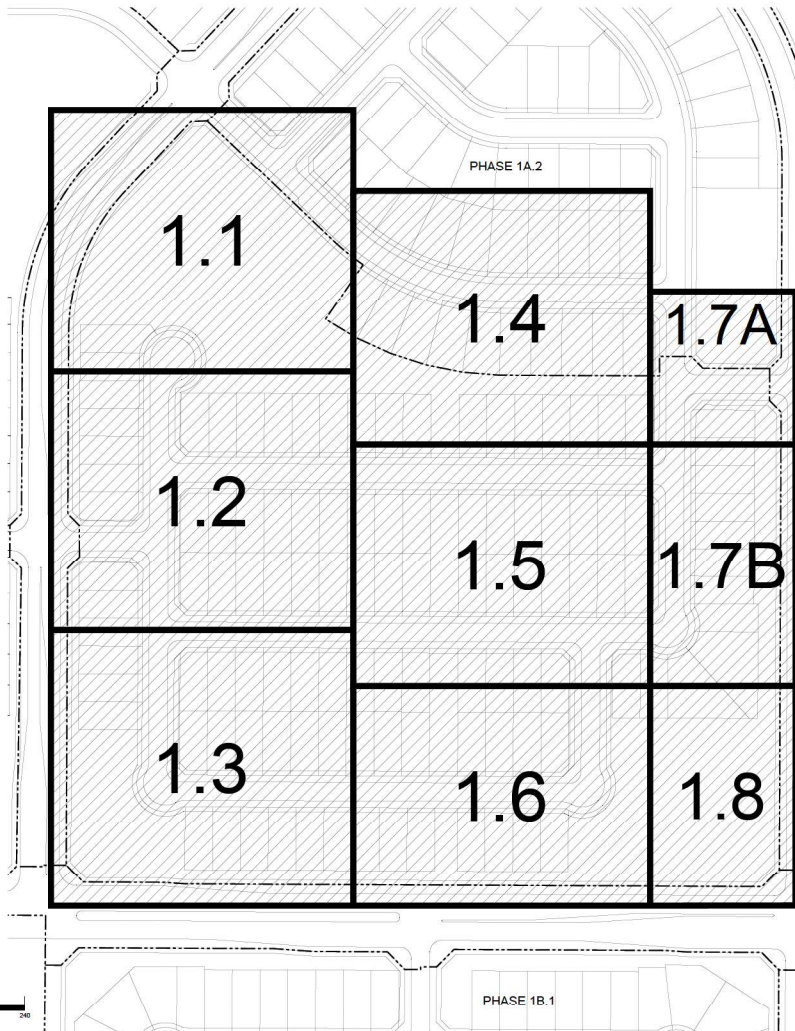
PREPARED FOR:

DATE: JUNE 2019
PROJECT: 000.0000.01
DRAWN BY: TK
REVIEW BY: DL
VERSION:
REVISIONS:

SHEET TITLE:
HARDSCAPE COVER SHEET

SHEET NO.:

H0.1



Callout Notes:

- 1 COMMUNITY ENTRY MONUMENT SIGN (TYP.)
SEE DETAIL 1 - 2, SHEET H1.12
- 2 NEIGHBORHOOD ENTRY SIGN (TYP.)
SEE DETAIL 4 - 5, SHEET H1.12
- 3 COMMUNITY WALL (TYP.)
SEE DETAIL 1 - 2, SHEET H1.11
- 4 RAMADA LIGHT (TYP.)
(SEE ELECTRICAL PLANS)
- 5 PARTIAL VIEW WALL
SEE DETAIL 5 - 6, SHEET H1.11
- 6 FULL VIEW WALL
SEE DETAIL 3 - 4, SHEET H1.11
- 7 GABION BASKET COLUMN (TYP.)
SEE DETAIL 3, SHEET H1.11
- 8 CMU COLUMN (TYP.)
SEE DETAIL 8 - , SHEET H1.11
- 9 CONCRETE SIDEWALK (TYP.) COLOR: GREY
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 10 6" CONCRETE SIDEWALK (TYP.) COLOR: GREY
SEE DETAIL 9 - 10, SHEET H1.10
- 11 OPEN SPACE BOLLARD LIGHT (TYP.)
FOR REFERENCE ONLY - SEE ELECTRICAL PLANS
- 12 PLAYGROUND AREA LIGHT
FOR REFERENCE ONLY - SEE ELECTRICAL PLANS
- 13 4" X 8" EXTRUDED CONCRETE HEADER (TYP.)
REGULAR CONCRETE: SEE DETAIL 8, SHEET H1.10
- 14 ADA HANDICAP ACCESSIBLE RAMP (TYP.)
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 15 16" X 16" NEIGHBORHOOD RAMADA
SEE DETAIL 1, SHEET H1.13
- 16 RECREATIONAL TURF AREA FOR
MULTI-PURPOSE PLAY
- 17 PICNIC TABLE (TYP.)
SEE DETAIL 6, SHEET H1.10
- 18 BENCH
SEE DETAIL 3, SHEET H1.10
- 19 TRASH RECEPTACLE
SEE DETAIL 2, SHEET H1.10
- 20 BICYCLE RACK
SEE DETAIL 4, SHEET H1.10
- 21 BAR-B-QUE GRILL
SEE DETAIL 7, SHEET H1.10
- 22 PLAYGROUND - PLAY STRUCTURE
SEE SHEET H1.9
- 23 PLAY EQUIPMENT SAFE ZONE
- 24 PLAYGROUND SAFETY FALL SURFACING
SEE DETAIL 11, SHEET H1.10
- 25 SIGHT VISIBILITY TRIANGLE (TYP.)
PER C.O.S. DETAIL 4-01 AND 4-02
- 26 CONCRETE SIDEWALK TURNDOWN
SEE DETAIL 1, SHEET H1.10
- 27 PLAYGROUND / VOLLEYBALL CONCRETE HEADER
SEE DETAIL 5, SHEET H1.10
- 28 VOLLEYBALL NET POST AND NET
SEE DETAIL 2, SHEET H1.13
- 29 SAND PIT FOR VOLLEYBALL
- 30 16" SQUARE MASONRY BLOCK RAMADA COLUMN
SEE DETAIL 1, SHEET H1.13
- 31 RAMADA LIGHT (TYP.)
(SEE ELECTRICAL PLANS)
- 32 DRAINAGE STRUCTURE - FOR REFERENCE ONLY
SEE CIVIL PLANS
- 33 STREET LIGHT (TYP.)
(SEE ELECTRICAL PLANS)
- 34 COMMUNITY ENTRY MONUMENT SIGN WEATHERED
STEEL WALL, SEE DETAIL 3, SHEET H1.12
- 35 COMMUNITY ENTRY MONUMENT SIGN
GABION BASKET, SEE DETAIL 6, SHEET H1.12



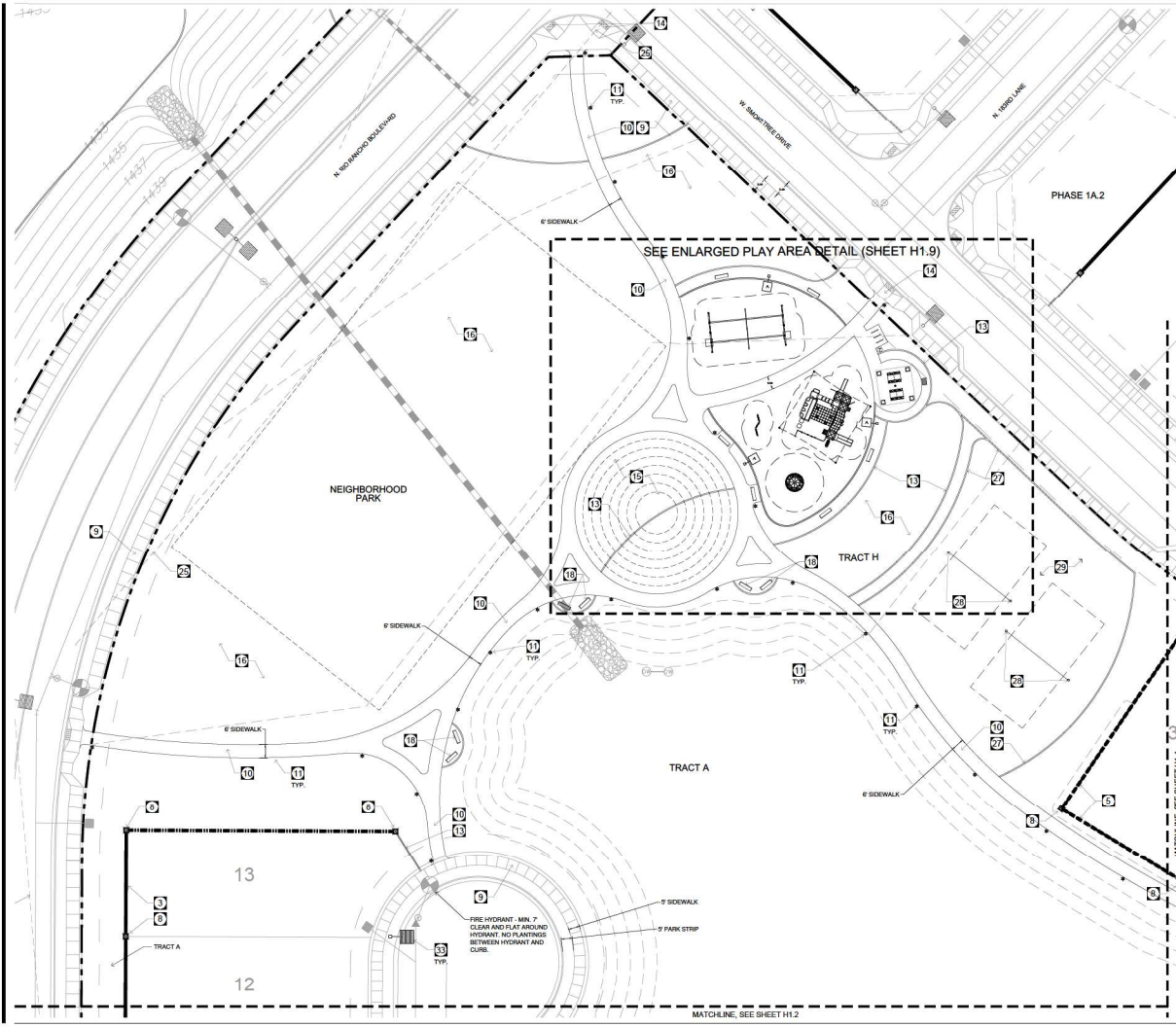
RIO RANCHO
PHASE 1A.1
CONSTRUCTION DOCUMENTS
CITY OF SURPRISE, ARIZONA



PREPARED FOR:

DATE: JUNE 2019
PROJECT: 000.000.01
DRAWN BY: TK
REVIEW BY: DL
VERSION:
REVISION:

SHEET TITLE: OVERALL
HARDSCAPE PLAN
SHEET NO.: H0.2



KEY MAP:

Callout Notes:

- 1 COMMUNITY ENTRY MONUMENT SIGN (TYP.) SEE DETAIL 1, SHEET H1.12
- 2 NEIGHBORHOOD ENTRY SIGN (TYP.) SEE DETAIL 4, SHEET H1.12
- 3 COMMUNITY WALL (TYP.) SEE DETAIL 1, SHEET H1.11
- 4 RAMADA LIGHT (TYP.) SEE ELECTRICAL PLANS
- 5 PARTIAL VIEW WALL SEE DETAIL 5, SHEET H1.11
- 6 FULL VIEW WALL SEE DETAIL 5, SHEET H1.11
- 7 GARBAGE BASKET COLUMNS (TYP.) SEE DETAIL 3, SHEET H1.11
- 8 CMU COLUMNS (TYP.) SEE DETAIL 8, SHEET H1.11
- 9 CONCRETE SIDEWALK (TYP.) COLOR: GREY FOR REFERENCE ONLY - SEE CIVIL PLANS
- 10 CONCRETE SIDEWALK (TYP.) COLOR: GREY SEE DETAIL 8, SHEET H1.11
- 11 OPEN SPACE BOLLARD LIGHT (TYP.) FOR REFERENCE ONLY - SEE ELECTRICAL PLANS
- 12 PLAYGROUND AREA LIGHT SEE DETAIL 1, SHEET H1.13
- 13 ADA HANDICAP ACCESSIBLE RAMP (TYP.) FOR REFERENCE ONLY - SEE CIVIL PLANS
- 14 18" x 18" NEIGHBORHOOD RAMADA SEE DETAIL 1, SHEET H1.13
- 15 RECREATIONAL TURF AREA FOR ADA TURF SURFACE SEE DETAIL 5, SHEET H1.10
- 16 BENCH SEE DETAIL 3, SHEET H1.10
- 17 TRASH RECEPTACLE SEE DETAIL 2, SHEET H1.10
- 18 BICYCLE RACK SEE DETAIL 4, SHEET H1.10
- 19 BARS-B-QE GRILL SEE DETAIL 7, SHEET H1.10
- 20 PLAYGROUND - PLAY STRUCTURE SEE SHEET H1.9
- 21 PLAY EQUIPMENT SAFE ZONE
- 22 PLAYGROUND SAFETY FALL SURFACING SEE DETAIL 1, SHEET H1.10
- 23 SIGHT VISIBILITY TRIANGLE (TYP.) PER C.O.D. DETAIL 4-01 AND 4-02
- 24 CONCRETE SIDEWALK TURNDOWN SEE DETAIL 1, SHEET H1.10
- 25 PLAYGROUND VOLLEYBALL CONCRETE HEADER SEE DETAIL 5, SHEET H1.10
- 26 VOLLEYBALL NET POST AND NET SEE DETAIL 2, SHEET H1.13
- 27 SAND PIT FOR VOLLEYBALL
- 28 18" SQUARE MASONRY BLOCK RAMADA COLUMN SEE DETAIL 1, SHEET H1.13
- 29 RAMADA LIGHT (TYP.) (SEE ELECTRICAL PLANS)
- 30 DRAINAGE STRUCTURE - FOR REFERENCE ONLY SEE CIVIL PLANS
- 31 STREET LIGHT (TYP.) (SEE ELECTRICAL PLANS)
- 32 COMMUNITY ENTRY MONUMENT SIGN WEATHERED STEEL WALL SEE DETAIL 3, SHEET H1.12
- 33 COMMUNITY ENTRY MONUMENT SIGN GARBAGE BASKET SEE DETAIL 8, SHEET H1.12

SCALE: 1"=20'

DATE: JUNE 2019
PROJECT: 000.000.01
DRAWN BY: TK
REVIEW BY: DL
VERSION:
REVISIONS:

SHEET TITLE: HARDSCAPE PLAN
SHEET NO.: H1.1



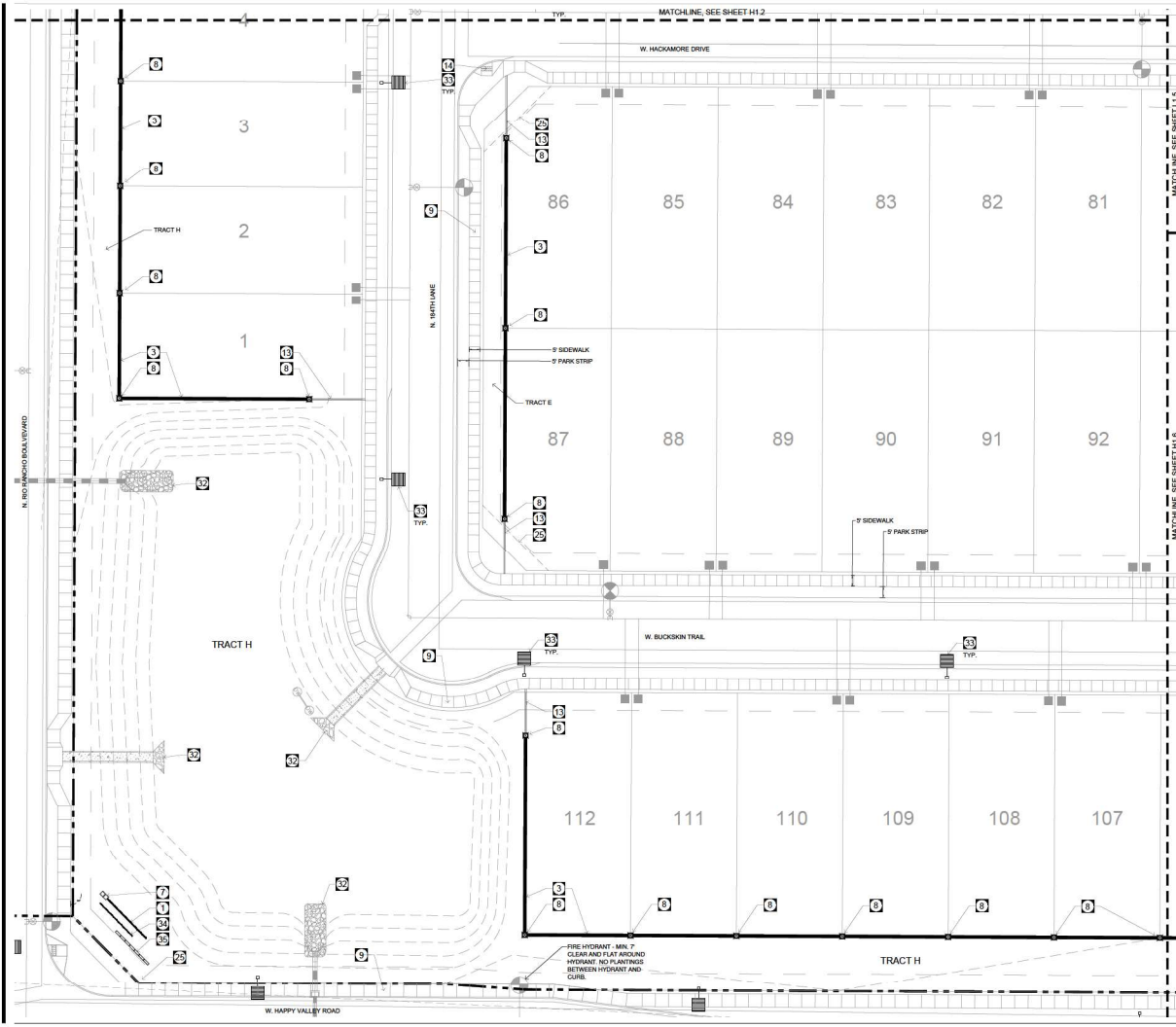
RIO RANCHO
PHASE 1A.1
CONSTRUCTION DOCUMENTS
CITY OF SURPRISE, ARIZONA



PREPARED FOR:

DATE: JUNE 2019
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DRAWN BY: TK
REVIEW BY: DL
VERSION:
REVISIONS:

SHEET TITLE: HARDSCAPE PLAN
SHEET NO.: H1.1



KEY MAP:

Callout Notes:

- 1 COMMUNITY ENTRY MONUMENT SIGN (TYP.)
SEE DETAIL 1, SHEET H1.12
- 2 NEIGHBORHOOD ENTRY SIGN (TYP.)
SEE DETAIL 4, SHEET H1.12
- 3 COMMUNITY WALL (TYP.)
SEE DETAIL 1, SHEET H1.11
- 4 RAMADA LIGHT (TYP.)
SEE ELECTRICAL PLANS
- 5 PARTIAL VIEW WALL
SEE DETAIL 5, SHEET H1.11
- 6 FULL VIEW WALL
SEE DETAIL 5, SHEET H1.11
- 7 GARBAGE BASKET COLUMNS (TYP.)
SEE DETAIL 3, SHEET H1.11
- 8 CMU COLUMNS (TYP.)
SEE DETAIL 8, SHEET H1.11
- 9 CONCRETE SIDEWALK (TYP.) COLOR: GREY
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 10 8" CONCRETE SIDEWALK (TYP.) COLOR: GREY
SEE DETAIL 8, SHEET H1.11
- 11 OPEN SPACE BOLLARD LIGHT (TYP.)
FOR REFERENCE ONLY - SEE ELECTRICAL PLANS
- 12 PLAYGROUND AREA LIGHT
FOR REFERENCE ONLY - SEE ELECTRICAL PLANS
- 13 4" X 8" EXTRUDED CONCRETE HEADER (TYP.)
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 14 18" X 18" NEIGHBORHOOD RAMADA
SEE DETAIL 1, SHEET H1.13
- 15 RECREATIONAL TURF AREA FOR
AA & PLAY EQUIPMENT SEE 24
- 16 PONG TABLE (TYP.)
SEE DETAIL 6, SHEET H1.10
- 17 BENCH
SEE DETAIL 3, SHEET H1.10
- 18 TRASH RECEPTACLE
SEE DETAIL 2, SHEET H1.10
- 19 BICYCLE RACK
SEE DETAIL 4, SHEET H1.10
- 20 BARS-B-Q GRILL
SEE DETAIL 7, SHEET H1.10
- 21 PLAYGROUND - PLAY STRUCTURE
SEE SHEET H1.9
- 22 PLAY EQUIPMENT SAFE ZONE
SEE DETAIL 1, SHEET H1.10
- 23 PLAYGROUND SAFETY FALL SURFACING
SEE DETAIL 1, SHEET H1.10
- 24 RIGHT VISIBILITY TRIANGLE (TYP.)
PER C.O.D. DETAIL 4-01 AND 4-02
- 25 CONCRETE SIDEWALK TURNDOWN
SEE DETAIL 1, SHEET H1.10
- 26 PLAYGROUND VOLLEYBALL CONCRETE HEADER
SEE DETAIL 5, SHEET H1.10
- 27 VOLLEYBALL NET POST AND NET
SEE DETAIL 2, SHEET H1.13
- 28 SAND PIT FOR VOLLEYBALL
- 29 18" SQUARE MASONRY BLOCK RAMADA COLUMN
SEE DETAIL 1, SHEET H1.13
- 30 RAMADA LIGHT (TYP.)
SEE ELECTRICAL PLANS
- 31 DRAINAGE STRUCTURE - FOR REFERENCE ONLY
SEE CIVIL PLANS
- 32 STREET LIGHT (TYP.)
SEE ELECTRICAL PLANS
- 33 COMMUNITY ENTRY MONUMENT SIGN WEATHERED
STEEL WALL SEE DETAIL 3, SHEET H1.12
- 34 COMMUNITY ENTRY MONUMENT SIGN
GARBAGE BASKET SEE DETAIL 8, SHEET H1.12

SCALE: 1"=20'

DATE: JUNE 2019
PROJECT: 000.000.01
DRAWN BY: TK
REVIEW BY: DL
DESIGN:
PREPARED FOR:

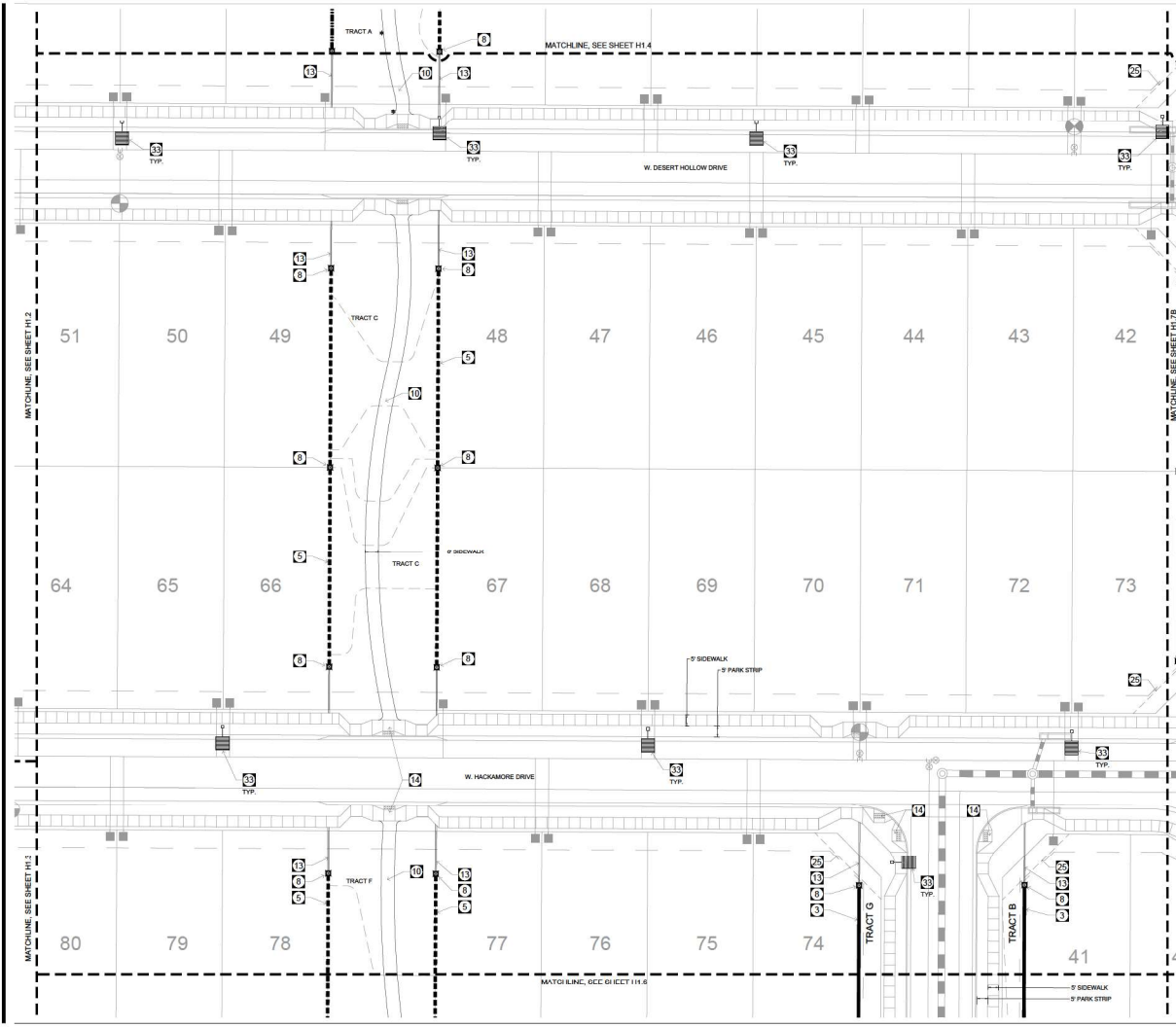
SHEET TITLE: HARDSCAPE PLAN
SHEET NO.: H1.3

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CONSTRUCTION DOCUMENTS
CITY OF SURREY, ARIZONA

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REVIEW BY: DL
DESIGN:
PREPARED FOR:

SHEET TITLE: HARDSCAPE PLAN
SHEET NO.: H1.3



KEY MAP:

Callout Notes:

- 1 COMMUNITY ENTRY MONUMENT SIGN (TYP.)
SEE DETAIL 1-2, SHEET H1.12
- 2 NEIGHBORHOOD ENTRY SIGN (TYP.)
SEE DETAIL 4-5, SHEET H1.12
- 3 COMMUNITY WALL (TYP.)
SEE DETAIL 1-2, SHEET H1.11
- 4 RAMADA LIGHT (TYP.)
SEE ELECTRICAL PLANS
- 5 PARTIAL VIEW WALL
SEE DETAIL 5-6, SHEET H1.11
- 6 FULL VIEW WALL
SEE DETAIL 3-4, SHEET H1.11
- 7 GARBAGE BASKET COLUMNS (TYP.)
SEE DETAIL 3, SHEET H1.11
- 8 CMU COLUMNS (TYP.)
SEE DETAIL 8-9, SHEET H1.11
- 9 CONCRETE SIDEWALK (TYP.) COLOR: GREY
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 10 8" CONCRETE SIDEWALK (TYP.) COLOR: GREY
SEE DETAIL 8-9, SHEET H1.10
- 11 OPEN SPACE BOLLARD LIGHT (TYP.)
FOR REFERENCE ONLY - SEE ELECTRICAL PLANS
- 12 PLAYGROUND AREA LIGHT
FOR REFERENCE ONLY - SEE ELECTRICAL PLANS
- 13 4" X 8" EXTRUDED CONCRETE HEADER (TYP.)
REGULAR CONCRETE - SEE DETAIL 1, SHEET H1.10
- 14 ADA HANDICAP ACCESSIBLE RAMP (TYP.)
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 15 18" X 18" NEIGHBORHOOD RAMADA
SEE DETAIL 1, SHEET H1.13
- 16 RECREATIONAL TURF AREA FOR
AA-4 TURF GRASS 20' X 20'
- 17 PING PONG TABLE (TYP.)
SEE DETAIL 5, SHEET H1.10
- 18 BENCH
SEE DETAIL 3, SHEET H1.10
- 19 TRASH RECEPTACLE
SEE DETAIL 2, SHEET H1.10
- 20 BICYCLE RACK
SEE DETAIL 4, SHEET H1.10
- 21 BARS-B-QE GRILL
SEE DETAIL 7, SHEET H1.10
- 22 PLAYGROUND - PLAY STRUCTURE
SEE SHEET H1.9
- 23 PLAY EQUIPMENT SAFE ZONE
SEE DETAIL 1, SHEET H1.10
- 24 PLAYGROUND SAFETY FILL SURFACING
SEE DETAIL 1, SHEET H1.10
- 25 SIGHT VISIBILITY TRIANGLE (TYP.)
PER C.O.D. DETAIL 4-01 AND 4-02
- 26 CONCRETE SIDEWALK TURNDOWN
SEE DETAIL 5, SHEET H1.10
- 27 PLAYGROUND VOLLEYBALL CONCRETE HEADER
SEE DETAIL 5, SHEET H1.10
- 28 VOLLEYBALL NET POST AND NET
SEE DETAIL 2, SHEET H1.13
- 29 SAND PIT FOR VOLLEYBALL
SEE DETAIL 1, SHEET H1.13
- 30 18" SQUARE MASONRY BLOCK RAMADA COLUMN
SEE DETAIL 1, SHEET H1.13
- 31 RAMADA LIGHT (TYP.)
DRAIN: 1/2" DIA. (1/4" DIA. PLUMB)
- 32 DRAINAGE STRUCTURE - FOR REFERENCE ONLY
SEE CIVIL PLANS
- 33 STREET LIGHT (TYP.)
SEE ELECTRICAL PLANS
- 34 COMMUNITY ENTRY MONUMENT SIGN WEATHERED
STEEL WALL SEE DETAIL 3, SHEET H1.12
- 35 COMMUNITY ENTRY MONUMENT SIGN
GARBAGE BASKET SEE DETAIL 6, SHEET H1.12

STATE OF ARIZONA
COUNTY OF MARICOPA
CITY OF SURPRISE

SCALE: 1"=20'

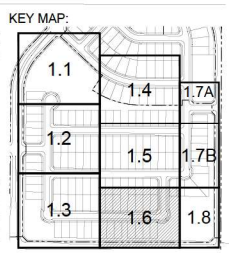
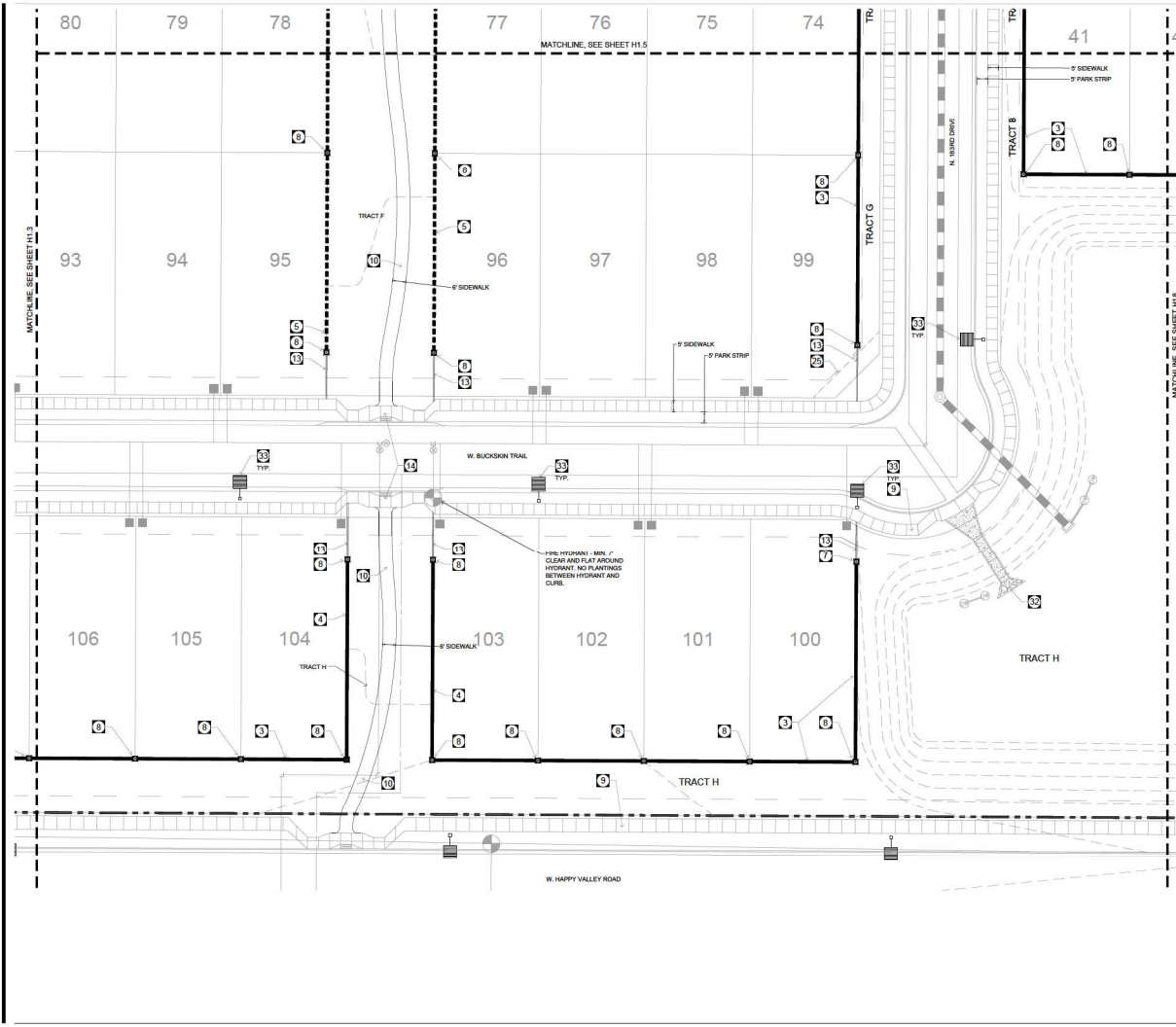
EST. 2004
LDG
LANDSCAPE DESIGN GROUP

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CITY OF SURPRISE, ARIZONA

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VERSION:
REVISION:

SHEET TITLE: **HARDSCAPE PLAN**
SHEET NO.: **H1.5**



Callout Notes:

- 1 COMMUNITY ENTRY MONUMENT SIGN (TYP.)
SEE DETAIL 1, SHEET H1.12
- 2 NEIGHBORHOOD ENTRY SIGN (TYP.)
SEE DETAIL 4, SHEET H1.12
- 3 COMMUNITY WALL (TYP.)
SEE DETAIL 1, SHEET H1.11
- 4 RAMADA LIGHT (TYP.)
SEE ELECTRICAL PLANS
- 5 PARTIAL VIEW WALL
SEE DETAIL 5, SHEET H1.11
- 6 FULL VIEW WALL
SEE DETAIL 5, SHEET H1.11
- 7 GABION BASKET COLUMNS (TYP.)
SEE DETAIL 3, SHEET H1.11
- 8 CMU COLUMNS (TYP.)
SEE DETAIL 8, SHEET H1.11
- 9 CONCRETE SIDEWALK (TYP.) COLOR: GREY
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 10 CONCRETE SIDEWALK (TYP.) COLOR: GREY
SEE DETAIL 9, SHEET H1.11
- 11 OPEN SPACE BOLLARD LIGHT (TYP.)
FOR REFERENCE ONLY - SEE ELECTRICAL PLANS
- 12 PLAYGROUND AREA LIGHT
FOR REFERENCE ONLY - SEE ELECTRICAL PLANS
- 13 4" X 8" EXTRUDED CONCRETE HEADER (TYP.)
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 14 18" X 18" NEIGHBORHOOD RAMADA
SEE DETAIL 1, SHEET H1.12
- 15 RECREATIONAL TURF AREA FOR
AA-4 TURF GRASS 48' X 48'
- 16 PONDING TABLE (TYP.)
SEE DETAIL 6, SHEET H1.10
- 17 BENCH
SEE DETAIL 3, SHEET H1.10
- 18 TRASH RECEPTACLE
SEE DETAIL 2, SHEET H1.10
- 19 BICYCLE RACK
SEE DETAIL 4, SHEET H1.10
- 20 BARS-B-QE GRILL
SEE DETAIL 7, SHEET H1.10
- 21 PLAYGROUND - PLAY STRUCTURE
SEE SHEET H1.9
- 22 PLAY EQUIPMENT SAFE ZONE
SEE DETAIL 11, SHEET H1.10
- 23 SIGHT VISIBILITY TRIANGLE (TYP.)
PER C.O.D. DETAIL 4-01 AND 4-02
- 24 CONCRETE SIDEWALK TURNDOWN
SEE DETAIL 1, SHEET H1.10
- 25 PLAYGROUND VOLLEYBALL CONCRETE HEADER
SEE DETAIL 5, SHEET H1.12
- 26 VOLLEYBALL NET POST AND NET
SEE DETAIL 2, SHEET H1.13
- 27 SAND PIT FOR VOLLEYBALL
SEE DETAIL 1, SHEET H1.13
- 28 18" SQUARE MASONRY BLOCK RAMADA COLUMN
SEE DETAIL 1, SHEET H1.13
- 29 RAMADA LIGHT (TYP.)
SEE ELECTRICAL PLANS
- 30 DRAINAGE STRUCTURE - FOR REFERENCE ONLY
SEE CIVIL PLANS
- 31 STREET LIGHT (TYP.)
SEE ELECTRICAL PLANS
- 32 COMMUNITY ENTRY MONUMENT SIGN WEATHERED
STEEL WALL SEE DETAIL 3, SHEET H1.12
- 33 COMMUNITY ENTRY MONUMENT SIGN
GABION BASKET SEE DETAIL 8, SHEET H1.12



STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION
DIVISION OF LAND MANAGEMENT



SCALE: 1"=20'



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CITY OF SURPRISE, ARIZONA

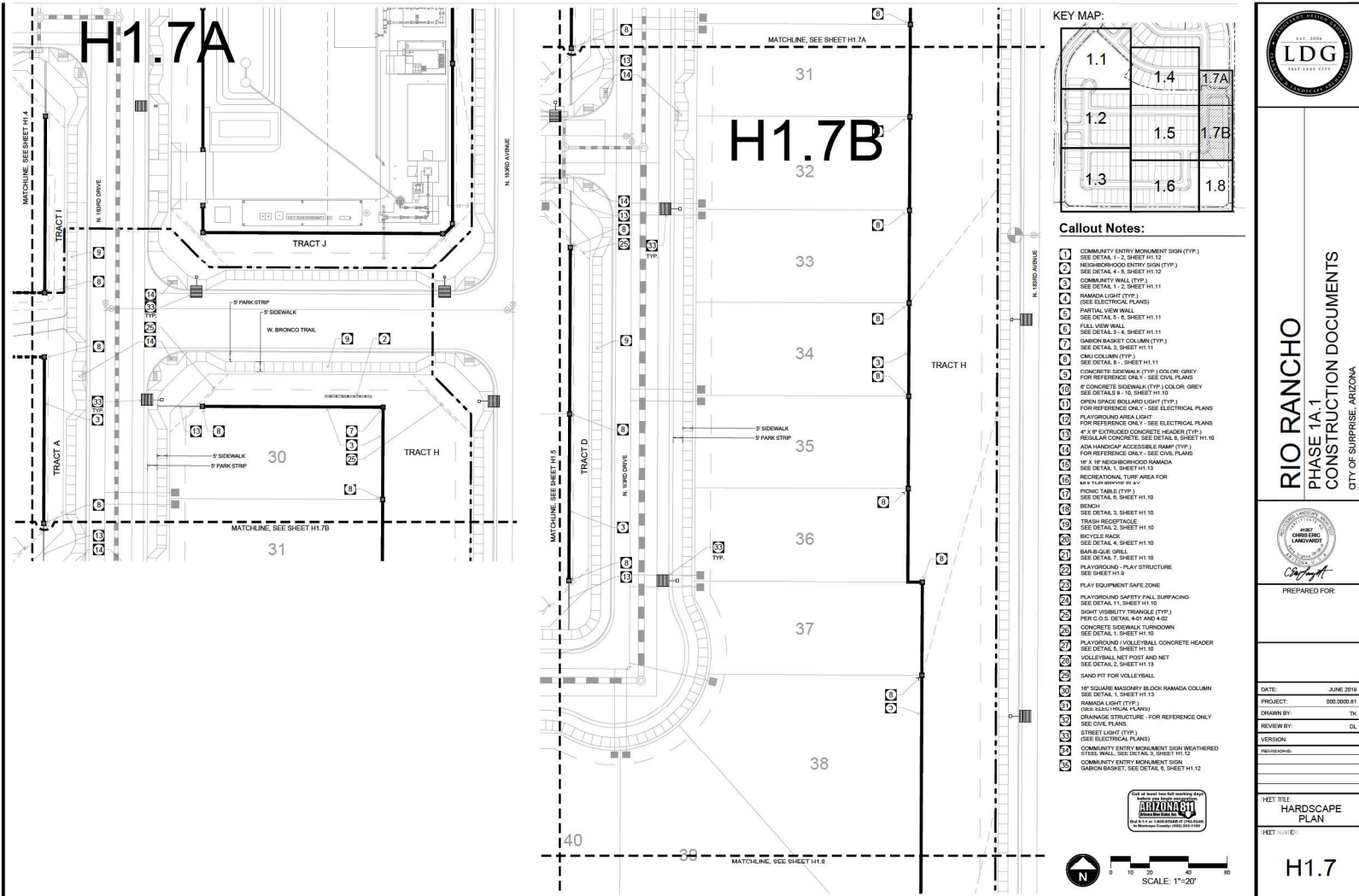


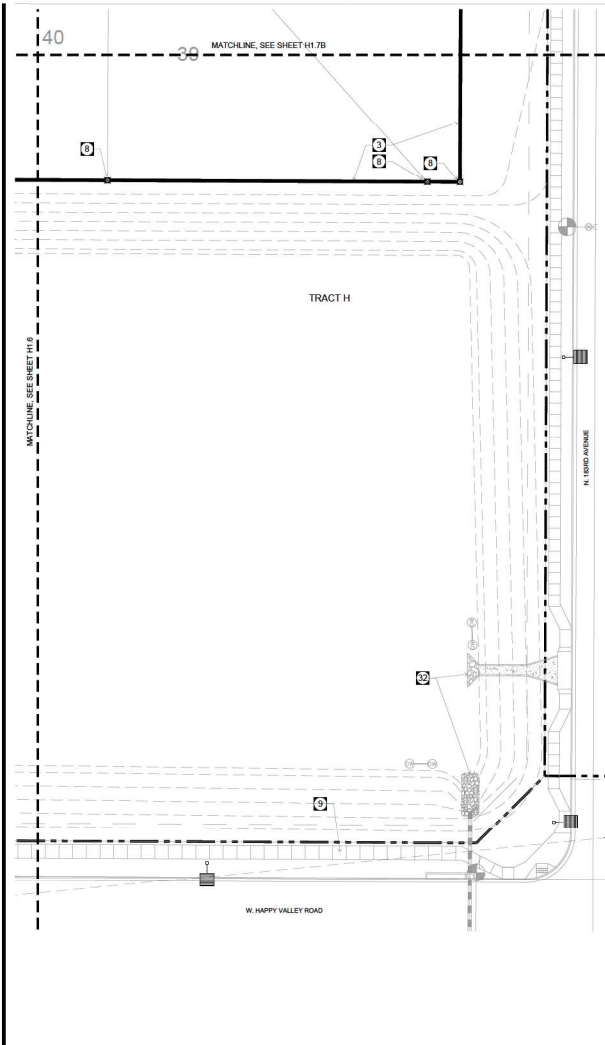
PREPARED FOR:
City of Surprise

DATE: JUNE 2019
PROJECT: 000.000.01
DRAWN BY: TK
REVIEW BY: DL
VERSION:
REVISIONS:

SHEET TITLE:
**HARDSCAPE
PLAN**

SHEET NO.:
H1.6





KEY MAP:

Callout Notes:

- 1 COMMUNITY ENTRY MONUMENT SIGN (TYP.)
SEE DETAIL 1, SHEET H1.12
- 2 NEIGHBORHOOD ENTRY SIGN (TYP.)
SEE DETAIL 4, SHEET H1.12
- 3 COMMUNITY WALL (TYP.)
SEE DETAIL 1, SHEET H1.11
- 4 RAMADA LIGHT (TYP.)
SEE ELECTRICAL PLANS
- 5 PARTIAL VIEW WALL
SEE DETAIL 5, SHEET H1.11
- 6 FULL VIEW WALL
SEE DETAIL 5, SHEET H1.11
- 7 GARBAGE BASKET COLUMN (TYP.)
SEE DETAIL 3, SHEET H1.11
- 8 CMU COLUMN (TYP.)
SEE DETAIL 8, SHEET H1.11
- 9 CONCRETE SIDEWALK (TYP.) COLOR: GREY
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 10 8" CONCRETE SIDEWALK (TYP.) COLOR: GREY
SEE DETAIL 9, SHEET H1.10
- 11 OPEN SPACE BOLLARD LIGHT (TYP.)
FOR REFERENCE ONLY - SEE ELECTRICAL PLANS
- 12 PLAYGROUND AREA LIGHT
FOR REFERENCE ONLY - SEE ELECTRICAL PLANS
- 13 4" X 8" EXTRUDED CONCRETE HEADER (TYP.)
REGULAR CONCRETE SEE DETAIL 1, SHEET H1.10
- 14 ADA HANDICAP ACCESSIBLE RAMP (TYP.)
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 15 18" X 18" NEIGHBORHOOD RAMADA
SEE DETAIL 1, SHEET H1.13
- 16 RECREATIONAL TURF AREA FOR
AA & TURF GRASS OR 24"
- 17 PHONE TABLE (TYP.)
SEE DETAIL 6, SHEET H1.10
- 18 BENCH
SEE DETAIL 3, SHEET H1.10
- 19 TRASH RECEPTACLE
SEE DETAIL 2, SHEET H1.10
- 20 BICYCLE RACK
SEE DETAIL 4, SHEET H1.10
- 21 BARS-BQ-BE GRILL
SEE DETAIL 7, SHEET H1.10
- 22 PLAYGROUND - PLAY STRUCTURE
SEE SHEET H1.9
- 23 PLAY EQUIPMENT SAFE ZONE
- 24 PLAYGROUND SAFETY FALL SURFACING
SEE DETAIL 11, SHEET H1.10
- 25 RIGHT VISIBILITY TRIANGLE (TYP.)
PER C.O.D. DETAIL 4-01 AND 4-02
- 26 CONCRETE SIDEWALK TURNDOWN
SEE DETAIL 1, SHEET H1.10
- 27 PLAYGROUND VOLLEYBALL CONCRETE HEADER
SEE DETAIL 5, SHEET H1.10
- 28 VOLLEYBALL NET POST AND NET
SEE DETAIL 2, SHEET H1.13
- 29 SAND PIT FOR VOLLEYBALL
- 30 18" SQUARE MASONRY BLOCK RAMADA COLUMN
SEE DETAIL 1, SHEET H1.13
- 31 RAMADA LIGHT (TYP.)
SEE ELECTRICAL PLANS
- 32 DRAINAGE STRUCTURE - FOR REFERENCE ONLY
SEE CIVIL PLANS
- 33 STREET LIGHT (TYP.)
SEE ELECTRICAL PLANS
- 34 COMMUNITY ENTRY MONUMENT SIGN WEATHERED
STEEL WALL SEE DETAIL 3, SHEET H1.12
- 35 COMMUNITY ENTRY MONUMENT SIGN
GARBAGE BASKET SEE DETAIL 6, SHEET H1.12

SCALE: 1"=20'

DATE: JUNE 2019
PROJECT: 000.000.01
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REVIEW BY: DL
VERSION:
REVISIONS:

SHEET TITLE: HARDSCAPE PLAN
SHEET NO.: H1.8



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REVISIONS:

Play Equipment Color Scheme

POSTS: TANGERINE
PANELS: PLUM
COMPONENTS: LEMON
DRINK: GRAY
COOL TOPPER FABRIC: METALLIC SILVER
SHADE STRUCTURE POSTS: TANGERINE
(COLOR PALETTE "AP")

Playground Representative

EVERPLAY
JUSTIN SALON
800.407.996
JUSTIN@EVERPLAY.COM

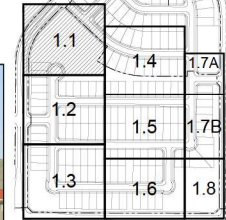
Play Apparatus List:

QTY	NO.	DESCRIPTION
1	219510	GeoFlex Climber Wall
1	210915	Gravel Motion DB
1	194663	Zapfroz 34"
1	196213	Zapfroz Assisted Additional Bay 34"
1	210739	SmartPlay Play Structure
1	227371	SkyWay Shade Structure (30' x 30', 14' height)

PLAYGROUND AREA RENDERINGS (refer to chart for color scheme)

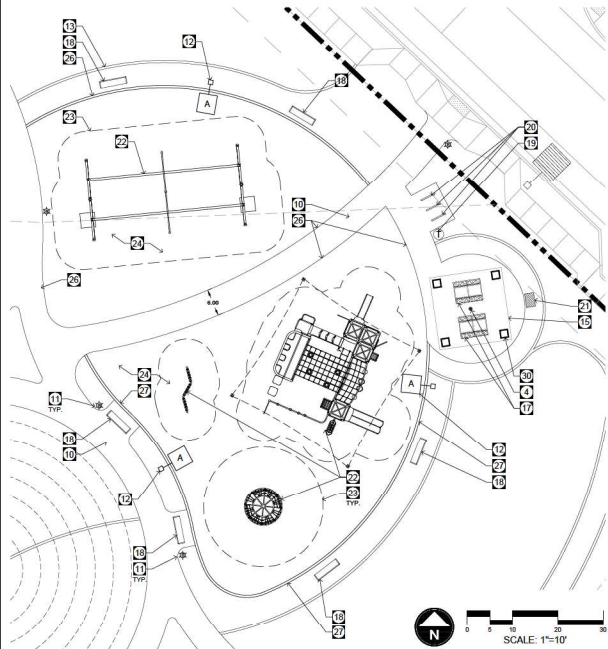


KEY MAP:



Callout Notes:

- 1 COMMUNITY ENTRY MONUMENT SIGN (TYP.)
SEE DETAIL 1, SHEET H1.12
- 2 NEIGHBORHOOD ENTRY SIGN (TYP.)
SEE DETAIL 4, SHEET H1.12
- 3 COMMUNITY WALL (TYP.)
SEE DETAIL 1, SHEET H1.11
- 4 RAMADA LIGHT (TYP.)
SEE ELECTRICAL PLANS
- 5 PARTIAL VIEW WALL
SEE DETAIL 5, SHEET H1.11
- 6 FULL VIEW WALL
SEE DETAIL 5, SHEET H1.11
- 7 GARDEN BASKET COLUMBIA (TYP.)
SEE DETAIL 3, SHEET H1.11
- 8 CMU COLUMN (TYP.)
SEE DETAIL 8, SHEET H1.11
- 9 CONCRETE SIDEWALK (TYP.) COLOR: GRAY
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 10 8" CONCRETE SIDEWALK (TYP.) COLOR: GRAY
SEE DETAIL 8, SHEET H1.11
- 11 OPEN SPACE BOLLARD LIGHT (TYP.)
FOR REFERENCE ONLY - SEE ELECTRICAL PLANS
- 12 PLAYGROUND AREA LIGHT
FOR REFERENCE ONLY - SEE ELECTRICAL PLANS
- 13 ADA HANDCAP ACCESSIBLE RAMP (TYP.)
FOR REFERENCE ONLY - SEE CIVIL PLANS
- 14 18" x 18" NEIGHBORHOOD RAMADA
SEE DETAIL 1, SHEET H1.13
- 15 RECREATIONAL TURF AREA FOR
AA 4 TURF DIVISION 28 x 28'
- 16 FENCE TABLE (TYP.)
SEE DETAIL 5, SHEET H1.10
- 17 BENCH
SEE DETAIL 3, SHEET H1.10
- 18 TRASH RECEPTACLE
SEE DETAIL 2, SHEET H1.10
- 19 BICYCLE RACK
SEE DETAIL 4, SHEET H1.10
- 20 BARS-BQUE GRILL
SEE DETAIL 7, SHEET H1.10
- 21 PLAYGROUND - PLAY STRUCTURE
SEE SHEET H1.9
- 22 PLAY EQUIPMENT SAFE ZONE
- 23 PLAYGROUND SAFETY FILL SURFACING
SEE DETAIL 1, SHEET H1.10
- 24 SIGHT VISIBILITY TRIANGLE (TYP.)
PER C.O.D. DETAIL 4-01 AND 4-02
- 25 CONCRETE SIDEWALK TURNDOWN
SEE DETAIL 1, SHEET H1.10
- 26 PLAYGROUND VOLLEYBALL CONCRETE HEADER
SEE DETAIL 5, SHEET H1.10
- 27 VOLLEYBALL NET POST AND NET
SEE DETAIL 2, SHEET H1.13
- 28 SAND PIT FOR VOLLEYBALL
- 29 18" SQUARE MASONRY BLOCK RAMADA COLUMN
SEE DETAIL 1, SHEET H1.13
- 30 RAMADA LIGHT (TYP.)
SEE ELECTRICAL PLANS
- 31 DRAINAGE STRUCTURE - FOR REFERENCE ONLY
SEE CIVIL PLANS
- 32 STREET LIGHT (TYP.)
SEE ELECTRICAL PLANS
- 33 COMMUNITY ENTRY MONUMENT SIGN WEATHERED
STEEL WALL SEE DETAIL 3, SHEET H1.12
- 34 COMMUNITY ENTRY MONUMENT SIGN
GARDEN BASKET SEE DETAIL 8, SHEET H1.12





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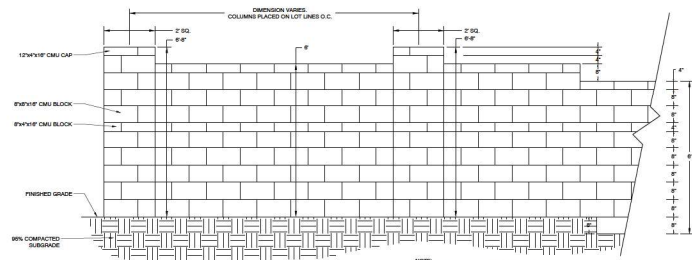


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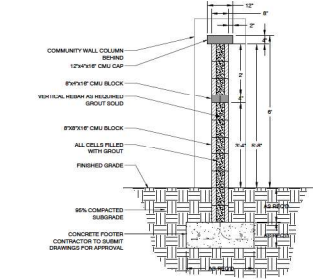
DATE: JUNE 2019
PROJECT: 000.000.01
DRAWN BY: TK
REVIEW BY: DL
VERSION:
REVISIONS:

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SHEET NO.: **H1.9**

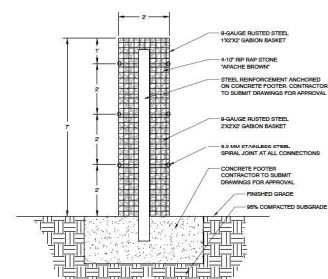




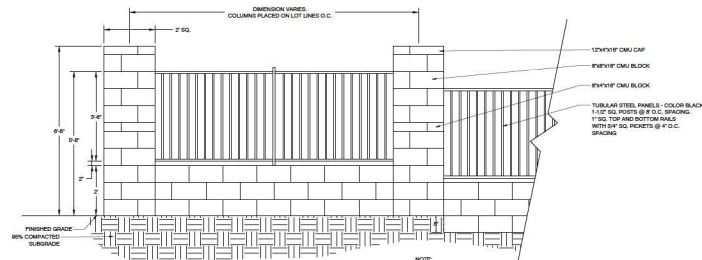
1 COMMUNITY WALL ELEVATION



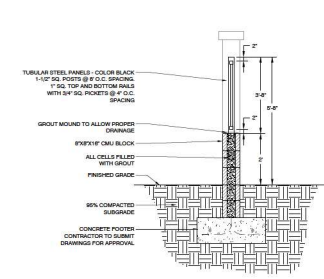
2 COMMUNITY WALL SECTION



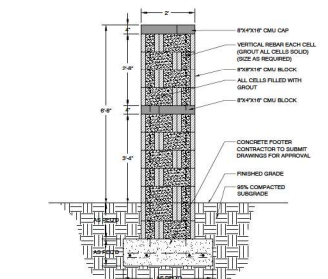
3 GABION BASKET COLUMN



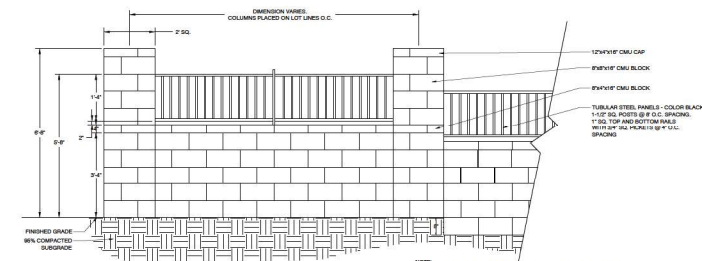
4 FULL VIEW WALL ELEVATION



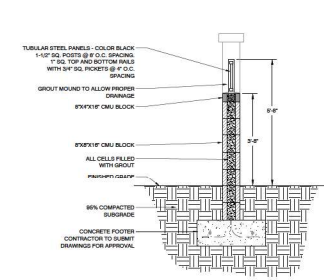
5 FULL VIEW WALL SECTION



6 CMU COLUMN



7 PARTIAL VIEW WALL ELEVATION



8 PARTIAL VIEW WALL SECTION



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CITY OF SURPRISE, ARIZONA



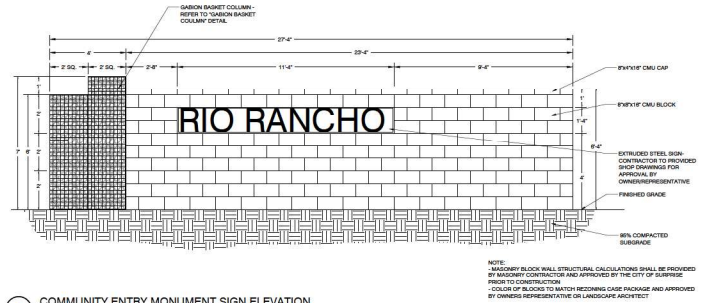
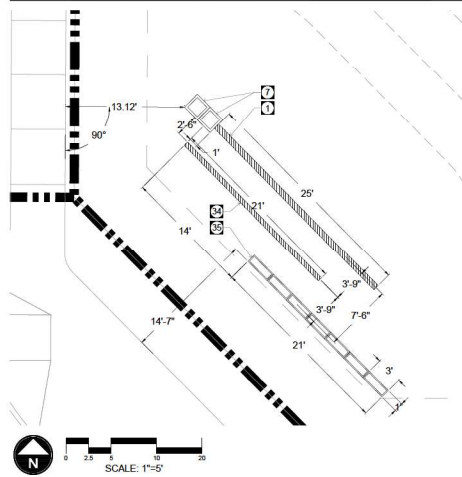
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SHEET NO.: H1.11

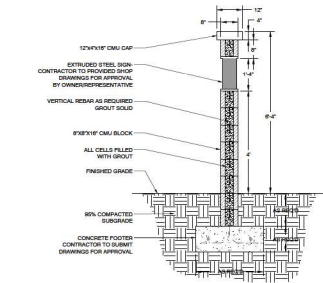
COMMUNITY ENTRY MONUMENT SIGN ENLARGEMENT



1 COMMUNITY ENTRY MONUMENT SIGN ELEVATION

NTS

04225-10



2 COMMUNITY ENTRY MONUMENT SIGN SECTION

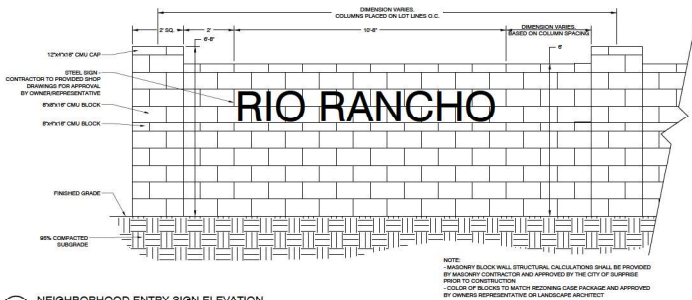
NTS

04225-11

3 COMMUNITY ENTRY MONUMENT SIGN WEATHERED STEEL WALL SECTION

NTS

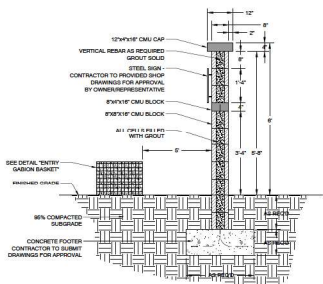
04225-12



4 NEIGHBORHOOD ENTRY SIGN ELEVATION

NTS

04225-14



5 NEIGHBORHOOD ENTRY SIGN SECTION

NTS

04225-15

6 COMMUNITY ENTRY MONUMENT SIGN GABION BASKET

NTS

04225-13



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REVISIONS:

SHEET TITLE: HARDSCAPE DETAILS
SHEET NO.: H1.12

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CITY OF CALIFORNIA - 437294A

Signature

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VERSION:		FOR INFORMATION:	
SHEET TITLE			
LANDSCAPE COVER SHEET			
SHEET NUMBER			
L0.1			

[illegible][illegible]

SHEET L0.1	LANDSCAPE COVER SHEET
SHEET L0.2	OVERALL LANDSCAPE PLAN
SHEET L1.1	LANDSCAPE PLAN
SHEET L1.2	LANDSCAPE PLAN
SHEET L1.3	LANDSCAPE PLAN
SHEET L1.4	LANDSCAPE PLAN
SHEET L1.5	LANDSCAPE PLAN
SHEET L1.6	LANDSCAPE PLAN
SHEET L1.7	LANDSCAPE PLAN
SHEET L1.8	LANDSCAPE PLAN
SHEET L1.9	LANDSCAPE DETAILS
SHEET L1.10	LANDSCAPE MAINTENANCE SCHEDULE

SIZE	EMITTER ALLOCATION
15" GAL	(3) 2 GPH OUTLETS
24" BOK	(4) 2 GPH OUTLETS
30" BOK	(5) 2 GPH OUTLETS
36" BOK	(6) 2 GPH OUTLETS
42" BOK	(7) 2 GPH OUTLETS
48" BOK	(8) 2 GPH OUTLETS
54" BOK	(9) 2 GPH OUTLETS
60" BOK	(10) 2 GPH OUTLETS
72" BOK	(12) 2 GPH OUTLETS



PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	<i>Acacia senaria</i>	Wattle	24" Box	11
	<i>Acacia teretifolia</i>	Small Wattle	24" Box	70
	<i>Acacia salicina</i>	Willow Wattle	24" Box	38
	<i>Ficus rubiginosa</i> "Rio Grande"	Rio Grande Fig	24" Box	33
	<i>Olneya tesota</i>	Desert Ironwood	24" Box	32
	<i>Pachira aquatica</i>	Blue Palo Verde	24" Box	23
	<i>Pachira granata</i>	Pink Palo Verde	24" Box	6
	<i>Pachira x "Desert Museum"</i>	Desert Museum Palo Verde	24" Box	20
	<i>Palmetto chinensis</i>	Chinese Palmetto	24" Box	16
	<i>Palmetto chinensis</i>	Chinese Palmetto Multi Trunk	24" Box	12
	<i>Palmetto chinensis</i> "Steel" x <i>Palmetto</i> "TM"	Chinese Palmetto	24" Box	38
	<i>Philadelphus bicoloratus</i>	Texas Cherry	24" Box	43
	<i>Prosopis glandulosa</i> "Mesa Verde" TM	Honey Mesquite	24" Box	46
	<i>Rhus typhina</i>	Almond Gum	24" Box	3
	<i>Sophora secundiflora</i>	Texas Mountain Laurel	24" Box	9
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	<i>Pinus edulis</i>	Algarrobo	24" Box	26
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	<i>Agave angustifolia</i> var. <i>marginata</i>	Palmer Agave	5 gal.	42
	<i>Antirrhinum filiforme</i>	Triangle Leaf Surcunga	5 gal.	99
	<i>Beltia multifida</i>	Desert Marigold	1 gal.	204
	<i>Ceanothus velutinus</i>	Red Bell Of Nevada	5 gal.	210
	<i>Callitriche confertifolia</i>	Red Sage Fairy Duster	5 gal.	139
	<i>Cercocarpus arborescens</i>	Flameleaf Cactus	5 gal.	72
	<i>Celtis pallida</i>	Desert Hackberry	5 gal.	25
	<i>Dalea greggiana</i> "Sierra Negra"	Black Dalea	5 gal.	124
	<i>Eriogonum fasciculatum</i> "Valencia"	Erva Bush	5 gal.	85
	<i>Prosopis juliflora</i>	Cordia	5 gal.	20
	<i>Prosopis juliflora</i>	Red Yucca	1 gal.	358
	<i>Juniperus californica</i>	Red Cholla	5 gal.	208
	<i>Larrea mexicanus</i>	Creosote Bush	5 gal.	68
	<i>Leucophyllum frutescens</i> "Thunder Cloud"	Thunder Cloud Texas Sage	5 gal.	40
	<i>Leucophyllum frutescens</i> "Compadre"	Compadre Texas Ranger	5 gal.	30
	<i>Plumbago auriculata</i>	Blue Plumbago	5 gal.	208
	<i>Sarcocolla chrysocoma</i>	Yucca	5 gal.	20
	<i>Sphaeralcea obtusicaule</i>	Desert Yellow	5 gal.	151
	<i>Yucca elata</i>	Arizona Fossilwood	5 gal.	180
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	<i>Festuca glauca</i> "Elyx Blue"	Blue Fescue	1 gal.	272
	<i>Muhlenbergia capensis</i> "Lemon"	Flagged Mid Pink Muhly	1 gal.	111
	<i>Muhlenbergia rigens</i>	Clear Grass	1 gal.	487
	<i>Nassella tenuiflora</i> "Pony Tail"	Muslin Feathergrass	1 gal.	654
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	<i>Decomposed Granite</i>	"Superior Gold"	3/8" Minus	5,774 sf
	<i>Decomposed Granite</i>	"Superior Gold"	7/8" Minus	341,788 sf
	<i>Limestone mulch</i>	Trailing Purple Lantana	1 gal.	304
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	<i>Cynodon Dactylon</i> "Mid Iron"	"Mid Iron" Bermuda Grass	seed	51,441 sf

EST. 2004

LDG

LANDSCAPE DESIGN GROUP

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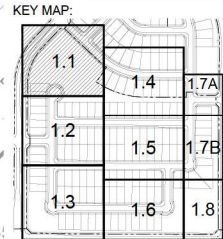
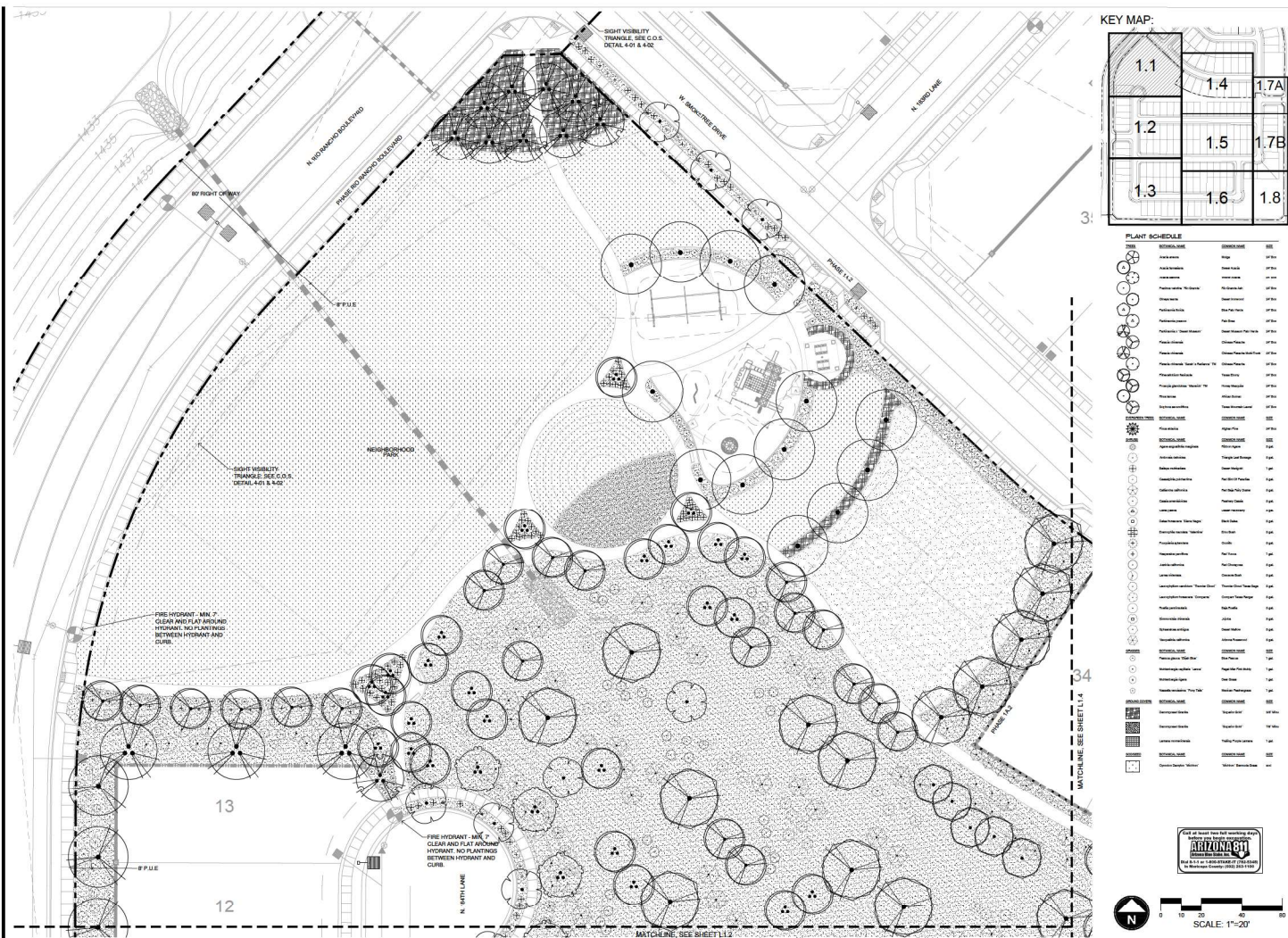
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DATE: JUNE 2019

PROJECT:



PLANT SCHEDULE		
ITEM NO.	ITEM DESCRIPTION	QUANTITY
1	Excavate and backfill	1000
2	Install 4" pipe	1000
3	Install 6" pipe	1000
4	Install 8" pipe	1000
5	Install 10" pipe	1000
6	Install 12" pipe	1000
7	Install 14" pipe	1000
8	Install 16" pipe	1000
9	Install 18" pipe	1000
10	Install 20" pipe	1000
11	Install 22" pipe	1000
12	Install 24" pipe	1000
13	Install 26" pipe	1000
14	Install 28" pipe	1000
15	Install 30" pipe	1000
16	Install 32" pipe	1000
17	Install 34" pipe	1000
18	Install 36" pipe	1000
19	Install 38" pipe	1000
20	Install 40" pipe	1000
21	Install 42" pipe	1000
22	Install 44" pipe	1000
23	Install 46" pipe	1000
24	Install 48" pipe	1000
25	Install 50" pipe	1000
26	Install 52" pipe	1000
27	Install 54" pipe	1000
28	Install 56" pipe	1000
29	Install 58" pipe	1000
30	Install 60" pipe	1000
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42	Install 84" pipe	1000
43	Install 86" pipe	1000
44	Install 88" pipe	1000
45	Install 90" pipe	1000
46	Install 92" pipe	1000
47	Install 94" pipe	1000
48	Install 96" pipe	1000
49	Install 98" pipe	1000
50	Install 100" pipe	1000



RIO RANCHO
PHASE 1A.1
CONSTRUCTION DOCUMENTS
QTY OF SURPRISE, ARIZONA



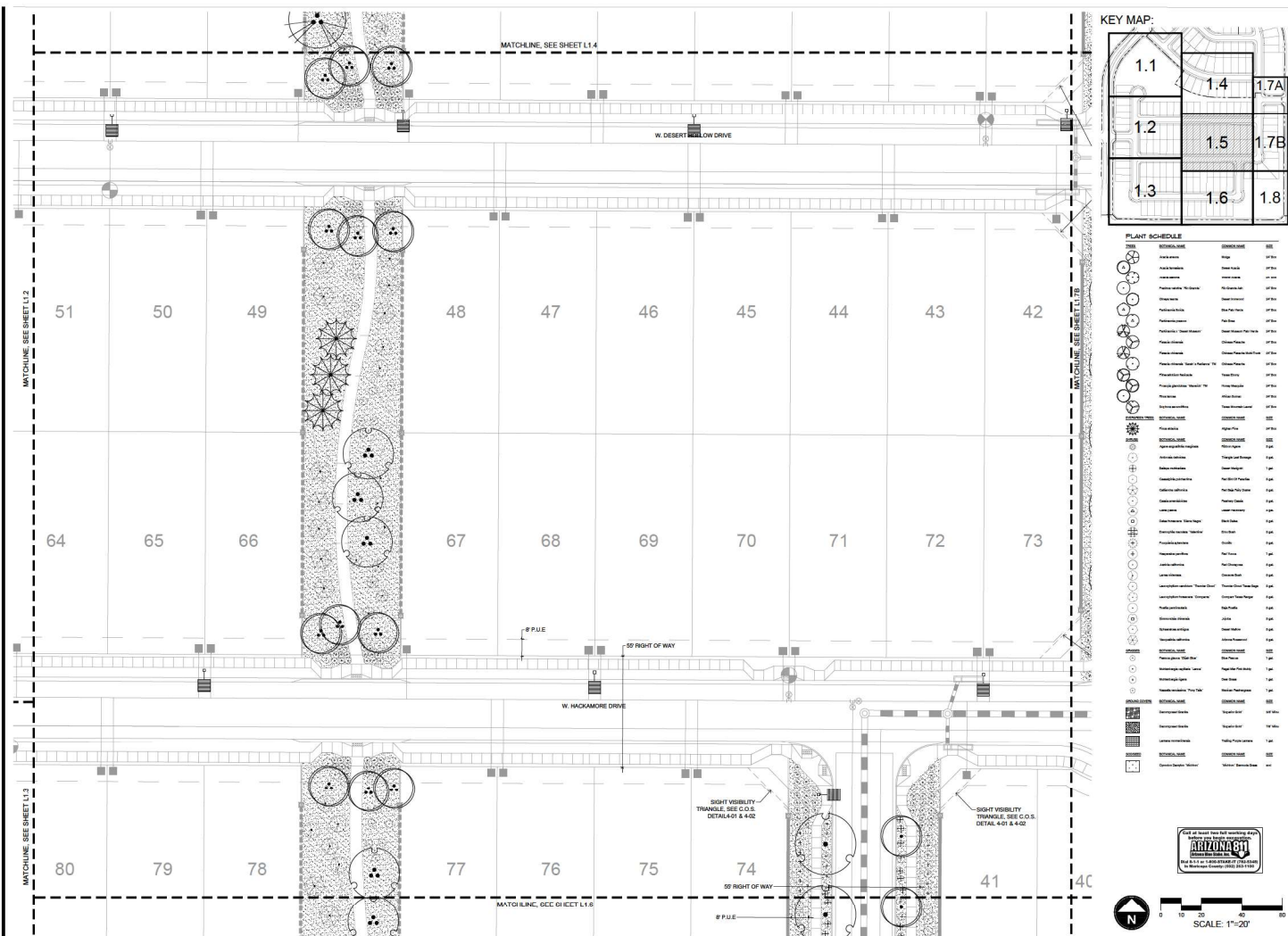
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SHEET TITLE
 LANDSCAPE
 PLAN

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FS18-620 Rio Rancho Estates Parcel 1A.1 Final Plat

City Council – October 6, 2020



VICINITY MAP

FS18-518
Rio Rancho 1A.1



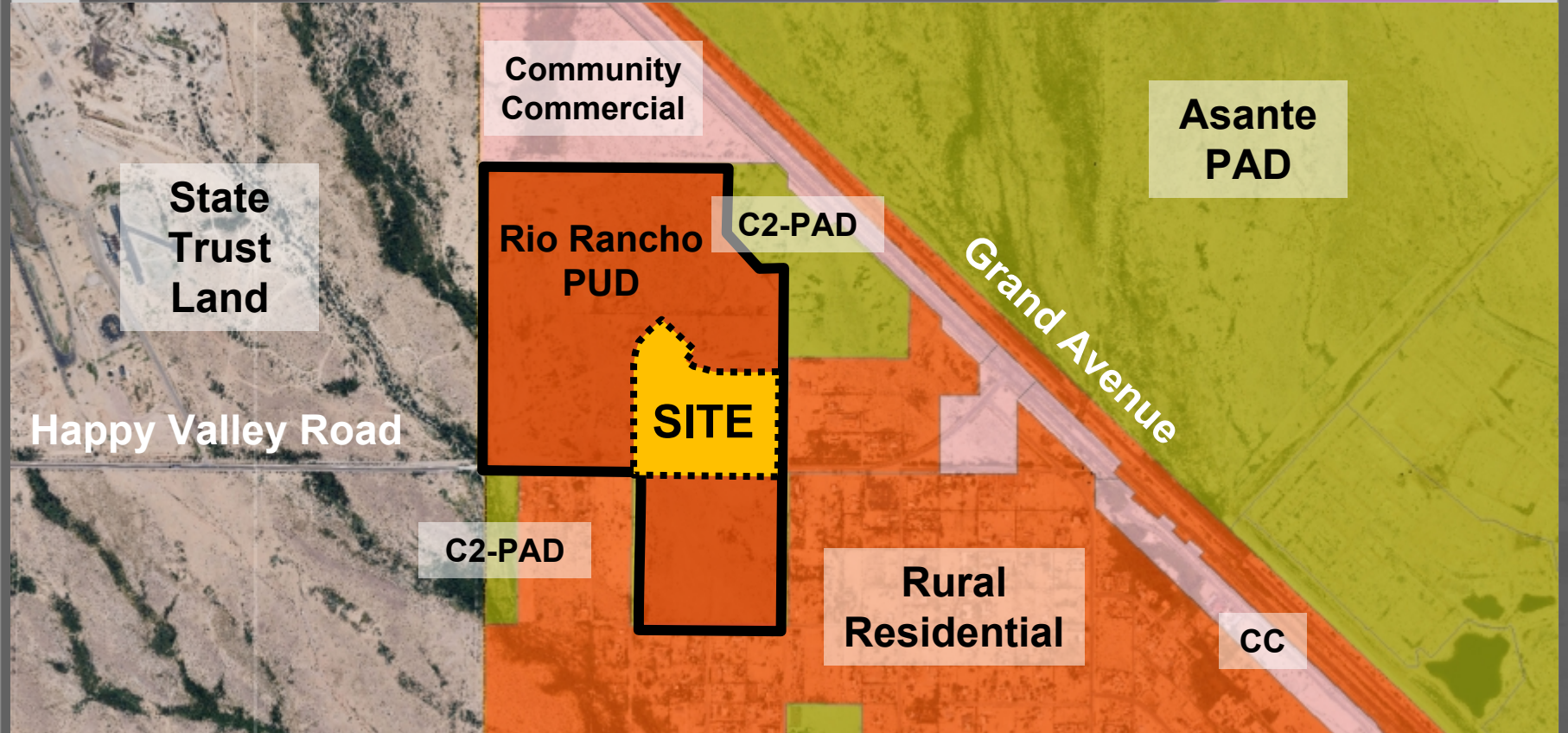
CASE MAP

FS18-518
Rio Rancho 1A.1



ZONING MAP

FS18-518
Rio Rancho 1A.1



LEGAL DESCRIPTION

Set corner lat. line, or point of land, situated in a portion of the Southeast Quarter of Section 3, Township 1 North, Range 3 West of the Grand Salt River flow and drainage easement, 19-01-010.

COMMENCEMENT of a final 2nd Maricopa County Department of Transportation Project in concrete form for the West Quarter corner of said Section 3, from which a final 2nd Maricopa County Department of Transportation Project in concrete form for the East Quarter corner of said Section 3 bears South 89° 49' 44" E, 53' 44" Dist. (State of Arizona) - 5249.53 feet.

THENCE South 89° 49' 44" E, 53' 44" Dist. East along the North line of the Southwest Quarter of said Section 3, a distance of 170.23 feet.

THENCE South 00° 00' 00" E, 27' 27" Dist. West departing said North line, a distance of 1029.10 feet to the TRUE POINT OF BEGINNING.

THENCE North 89° 49' 44" E, 53' 44" Dist. East, a distance of 170.23 feet.

THENCE South 44° 44' 44" E, 53' 44" Dist. East, a distance of 296.20 feet to a Point of Curvature of a circular curve to the left, having a radius of 445.00 feet, a central angle of 8° 42' 00" E, 0' 00" Dist. - (bearing submitted by a third which bears South 00° 00' 00" E, 53' 44" Dist. - 409.30 feet).

THENCE in a westerly direction along said curve to the left, a distance of 69.39 feet.

THENCE South 34° 34' 34" E, 20' 20" Dist. West along said curve, a distance of 10.00 feet.

THENCE South 58° 58' 58" E, 10' 10" Dist. East, a distance of 63.35 feet.

THENCE South 63° 63' 63" E, 24' 24" Dist. East, a distance of 63.35 feet.

THENCE South 73° 73' 73" E, 10' 10" Dist. East, a distance of 63.35 feet.

THENCE South 73° 73' 73" E, 10' 10" Dist. East, a distance of 63.35 feet.

THENCE South 83° 83' 83" E, 10' 10" Dist. East, a distance of 64.4 feet.

THENCE South 89° 49' 44" E, 53' 44" Dist. East, a distance of 170.23 feet.

THENCE North 00° 00' 00" E, 15' 15" Dist. East, a distance of 35.53 feet.

THENCE South 44° 44' 44" E, 53' 44" Dist. East, a distance of 296.20 feet.

THENCE South 44° 44' 44" E, 53' 44" Dist. East, a distance of 296.20 feet.

THENCE South 44° 44' 44" E, 53' 44" Dist. East, a distance of 18.39 feet.

THENCE South 00° 00' 00" E, 27' 27" Dist. West along said curve to the left, a distance of 170.23 feet.

THENCE South 44° 44' 44" E, 53' 44" Dist. East, a distance of 296.20 feet.

THENCE South 44° 44' 44" E, 53' 44" Dist. East, a distance of 18.39 feet.

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THENCE South 44° 44' 44" E, 53' 44" Dist. East, a distance of 18.39 feet.

THENCE South 44° 44' 44" E, 53' 44" Dist. East, a distance of 18.39 feet.

LOT SUMMARY TABLE

LOT	190, FT. 1
1	5280
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8	5280
9	5280
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LOT SUMMARY TABLE

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4	5280
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LOT SUMMARY TABLE

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LAND USE TABLE	
GROSS ACREAGE (70 BOUNDARY LINE)	70.70 ACRES
AREA OF PUBLIC RIGHTS	0.00 ACRES
NET ACREAGE	70.70 ACRES
AREA OF TRACTS	70.70 ACRES
TOTAL NUMBER OF LOTS	10 LOTS
AREA OF LOTS	70.70 ACRES
PERCENTAGE OF GROSS ACRE	100.00%

AREA SUMMARY TABLE		
GROSS ACREAGE	70.70 ACRES	70.70 ACRES
NET ACREAGE	70.70 ACRES	70.70 ACRES
AREA OF LOTS	70.70 ACRES	70.70 ACRES
AREA OF TRACTS	70.70 ACRES	70.70 ACRES

RIO RANCHO ESTATES PRELIMINARY PLAT CONFORMANCE									
PARCEL	CASE	28	31	38	45	52	59	66	73
1A, 1B	190-040	10	0	0	0	0	0	0	0

RESIDENTIAL DEVELOPMENT STANDARDS		CASE NUMBER: 190-040	
ZONING DISTRICT	MINIMUM LOT AREA	MINIMUM LOT WIDTH	MINIMUM LOT DEPTH
190-040	4,500	40	100'

NOTE:
1. FRONT YARD SETBACK SHALL HAVE A MINIMUM 21-FOOT FRONT YARD SETBACK.
2. MAXIMUM COVERAGE OF 55% FOR ALL ZONING DISTRICTS.



NOTE:
1. DETAIL PERTAINING TO ALL LOCAL UNCONTROLLED INTERSECTIONS.
2. IF ANY STREET INTERSECTIONS SHOWN PER C.O.S. STANDARD DETAIL 4-01.
3. 30' x 30' UNOBSTRUCTED VIEW EASEMENT

LOCAL SIGHT VISIBILITY TRIANGLES PER C.O.A. DETAIL 4-02

N.T.S.

MONUMENT NOTES

1. CALCULATED POSITION OF THE SOUTH QUARTER CORNER OF SECTION 3, T4N, R3W, PER 190-040, MAP BOOK 3009 OF SURVEYS, PAGE 48, M.C.R.
2. CALCULATED POSITION OF THE SOUTH QUARTER CORNER OF SECTION 3, T4N, R3W, PER 190-040, MAP BOOK 3009 OF SURVEYS, PAGE 48, M.C.R.
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PREPARED JULY 2020 SHEET 2 OF 4

PREPARED BY: **GOODWIN & MARSHALL**
CIVIL ENGINEERS - SURVEYORS - SURVEYORS
2705 South-Arizona Road, Suite 2
Chandler, Arizona 85226
(602) 219-7286

SURVEYED BY: **ASV**
ASV Surveying & Mapping
2400 W. Winkler, Suite 4
Phoenix, Arizona 85021
(602) 240-3919



**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 6, 2020 Contact Person: Hobart Wingard, PLANNER II
Submitting Department: Community Development District: District 6
Staff Recommendations: None

Consent: Yes Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to the approval of the Map of Dedication entitled, "Project Baxter" dated July 8, 2020, generally located on the northeast corner of Litchfield Road and Sweetwater Avenue; Case FS20-300.

Motion:

I move to approve the Map of Dedication entitled, "Project Baxter" dated July 8, 2020.

Background:

Hunter Engineering on behalf of Surprise Holdings LLC, seeks approval of a Map of Dedication to address sidewalk easements and Vehicular Non Access Easements (VNAE) for the Project Baxter Distribution Center bounded by Litchfield Road to the west, Sweetwater Avenue to the south, 137th Avenue to the east, and Soledad Street to the north within the Surprise Pointe PAD.

Objective Analysis:

The primary purpose of the subject Map of Dedication is to facilitate the dedication of sidewalk easements and Vehicular Non Access Easements (VNAE) along the periphery of the Project Baxter project.

Policy Compliant:

The requested Map of Dedication is consistent with the Surprise Pointe PAD and advances the goals and policies of the General Plan.

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

1. 00 - FS20-300 - Project Baxter MOD - Staff Report - 100620
 2. 01 - FS20-300 - Project Baxter MOD - Vicinity Map - 100620
 3. 02 - FS20-300 - Project Baxter MOD - Case Map - 100620
 4. 03 - FS20-300 - Project Baxter MOD - Map of Dedication - 100620
 5. PP - FS20-300 - Project Baxter MOD - PowerPoint - 100620
-

MAP OF DEDICATION

REPORT TO THE CITY COUNCIL

Case: FS20-300

Project Name: Project Baxter Map of Dedication

Council District: 6 – Palo Verde

City Council Date: October 6, 2020

Planner: Hobart Wingard, Planner II

Owner: Surprise Holdings. LLC

Applicant: Hunter Engineering

Request: Map of Dedication for Project Baxter

Site Location: Generally located on the northeast corner of Litchfield Road and Sweetwater Avenue

Site Size: 37.61 acres (approx.)

Density: N/A

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035

Support/Opposition: None known

Findings:

- The proposed Map of Dedication is consistent with the Surprise Pointe PAD.
- The proposed Map of Dedication is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions: **Approval** of the requested Map of Dedication will allow the development of a currently undeveloped portion of the site.

Denial of the requested Map of Dedication will deny the applicant the opportunity to develop the property as proposed.

44 **Additional Information:**

45

46 The subject request involves a Map of Dedication to address sidewalk easements and Vehicular
47 Non Access Easements (VNAE) for the Project Baxter Distribution Center bounded by Litchfield
48 Road to the west, Sweetwater Avenue to the south, 137th Avenue to the east, and Soledad Street
49 to the north within the Surprise Pointe PAD.

50

51 **Attachments:**

52

53 01 Vicinity Map

54 02 Case Map

55 03 Map of Dedication

VICINITY MAP

FS20-300
Project Baxter



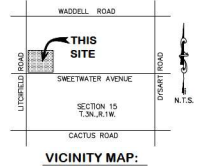
CASE MAP

FS20-300
Project Baxter



MAP OF DEDICATION OF PROJECT BAXTER

LOT 9, SURPRISE, PIONEER, ACCORDING TO THE PLAT RECORDED IN BOOK 984 OF MAPS, PAGE 20, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE NORTH HALF OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



VICINITY MAP:

DEDICATION:

STATE OF ARIZONA } SS.
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS:

KNOW ALL PERSONS BY THESE PRESENTS: THAT SURPRISE HOLDINGS LLC, A DELAWARE LIMITED LIABILITY COMPANY AS OWNER, HAS SUBDIVIDED UNDER THE NAME PROJECT BAXTER, A SUBDIVISION LOCATED IN A PORTION OF NORTH HALF OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OFFICIARY BAXTER AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE, THE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT.

OWNERS HEREBY GRANTS TO THE ULTIMATE OWNER OF EACH PARCEL CREATED BY THIS PLAT AN EASEMENT OVER, UPON, AND ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS TO EACH PARCEL, CREATED BY THIS PLAT.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS, AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR TRASH COLLECTION VEHICLES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL CROSS ACCESS EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS, AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.

OWNER HEREBY GRANTS TO THE PUBLIC A PERPETUAL NON-EXCLUSIVE EASEMENT IN, UPON, OVER, UNDER, THROUGH, AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF ACCESSING, INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING PUBLIC UTILITIES.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AN AVIATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, INCLUDING BUT NOT LIMITED TO, TAKEOFF, LANDING, AND TAKEOFF, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUXE AIR FORCE BASE AND AUXILIARY FIELDS.

THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL, OR LOT THEREOF.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NONEXCLUSIVE PEDESTRIAN ACCESS AND SIDEWALK CONSTRUCTION AND MAINTENANCE EASEMENT OVER, UPON, AND ACROSS THE AREAS DESIGNATED AS SIDEWALK EASEMENTS AS SHOWN ON THE PLAT.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN EASEMENT OVER, UPON, AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL, THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVADE WITH ODORS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITIES.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION. HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL, FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

IN WITNESS WHEREOF, SURPRISE HOLDINGS, LLC, AN DELAWARE LIMITED LIABILITY COMPANY HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED PERSONS AND ENTITIES, THIS ____ DAY OF _____, 2020.

SURPRISE HOLDINGS, LLC, AN DELAWARE LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

ACKNOWLEDGEMENT:

STATE OF ARIZONA } SS.
COUNTY OF MARICOPA }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2020.

2020, BY THE _____ IN WITNESS WHEREOF THAT SURPRISE HOLDINGS, LLC, AN DELAWARE LIMITED LIABILITY COMPANY HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2020.

NOTARY PUBLIC:

MY COMMISSION EXPIRES: _____

DECLARANT:

DI DEVCO, LLC
1070 NORTH 16TH STREET, SUITE 130-17
PHOENIX, AZ 85020
PHONE: (602) 812-3838
CONTACT: TRACY HAMMER
EMAIL: thammer@di-devco.com

DECLARANT:

SURPRISE HOLDINGS LLC
7801 HAYDENHURST AVENUE
VAN NUYS, CA 91406
PHONE: (818) 752-2338
CONTACT: ANTONIO M. AGUILERA
MANAGER

SURVEYOR:

HUNTER ENGINEERING, INC.
10450 NORTH 74TH STREET
SCOTTSDALE, AZ 85258
PHONE: (480) 361-3585
CONTACT: JAMES A. BRUCCI, RLS
EMAIL: jbrucci@hunterengineering.com

NOTES:

1. THIS MAP OF DEDICATION IS LOCATED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA AND HAS BEEN DESIGNATED AS UTILITIES AN ASSURED WATER SUPPLY.
2. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND, EXCEPT 69 KV OVERHEAD.
3. NO STRUCTURE OF ANY KIND MAY BE CONSTRUCTED ON, OVER, OR PLACED WITHIN THE EASEMENTS IDENTIFIED HEREIN EXCEPT WOOD, WIRE, OR REMOVABLE SECTION FENCING AND OR PARKING. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTION THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY OWNED IMPROVEMENTS OR UTILITIES, OTHER THAN THE EXCEPTIONS LISTED ABOVE.
4. RIGHTS-OF-WAY AND EASEMENTS OUTSIDE THE MAP OF DEDICATION BOUNDARY ARE FROM AVAILABLE PUBLIC RECORDS AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY. NO WARRANTY IS EXPRESSED OR IMPLIED.
5. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS MAP ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
6. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE ENGINEERING DEPARTMENT.
7. THE PROPERTY DEPICTED ON THE MAP OF DEDICATION IS LOCATED WITHIN AN AREA DESIGNATED AS OTHER FLOOD AREAS ZONE X BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 1680, WITH A DATE OF CERTIFICATION OF OCTOBER 16, 2015, FOR COMMUNITY NO. 00003, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAPS FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
8. PURSUANT TO ARS § 9-461.02, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #470 AND #470L, WHEN APPLICABLE.
9. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, REVISION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS ASSOCIATION FORMED BY THE OWNER.
10. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIAN WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
11. LANDSCAPED MAINTENANCE OF THE MEDIAN WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL, OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.

APPROVALS:

DATA ON THIS MAP OF DEDICATION REVIEWED AND APPROVED THIS ____ DAY OF _____, 2020 BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

CITY ENGINEER DATE
APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, THIS ____ DAY OF _____, 2020.

MAYOR DATE

CITY CLERK DATE

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED SURPRISE, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

LOT 9, SURPRISE, PIONEER, ACCORDING TO THE PLAT RECORDED IN BOOK 984 OF MAPS, PAGE 20, RECORDS OF MARICOPA COUNTY, ARIZONA.

BASIS OF BEARINGS:

BASES OF BEARING FOR THIS SURVEY IS A BEARING OF NORTH 07°02'28" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO THE PLAT OF MERGED FINAL PLAT OF SURPRISE PIONEER, RECORDED IN BOOK 984, PAGE 20, MARICOPA COUNTY RECORDS, ARIZONA.

RELEASE OF LIABILITY:

SURPRISE HOLDINGS, LLC, AN DELAWARE LIMITED LIABILITY COMPANY OR ANY SUBSEQUENT OWNER OF ANY LEASE, OR BENEFICIAL INTEREST IN ANY PARCEL, DEPICTED ON THIS MAP OF DEDICATION OR ANY DIVISION THEREOF AS MAY BE CREATED BY A SUBSEQUENT RECORDED INSTRUMENT, HEREBY AGREES UPON ACCEPTING SUCH OWNERSHIP TO RELEASE AND DISCHARGE THE LEASE, AND THE CITY OF SURPRISE OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS AND DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUXE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUXE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS MAP OF DEDICATION OR ANY PARCEL, THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE LEASE FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY LOCATED WITHIN THE RIGHT-OF-WAY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.

SURPRISE HOLDINGS, LLC, AN DELAWARE LIMITED LIABILITY COMPANY DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND ACCEPTED BY THE CITY OF SURPRISE.

MAP OF DEDICATION CERTIFICATION:

I, JAMES A. BRUCCI, HUNTER ENGINEERING, INC. I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA. THAT THIS MAP OF DEDICATION CONSISTING OF THREE (3) SHEETS REPRESENTS A SURVEY PERFORMED BY HUNTER ENGINEERING, INC. DURING THE MONTH OF MARCH OF 2020, THAT THE SURVEY IS CORRECT AND ACCURATE. THAT THE BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

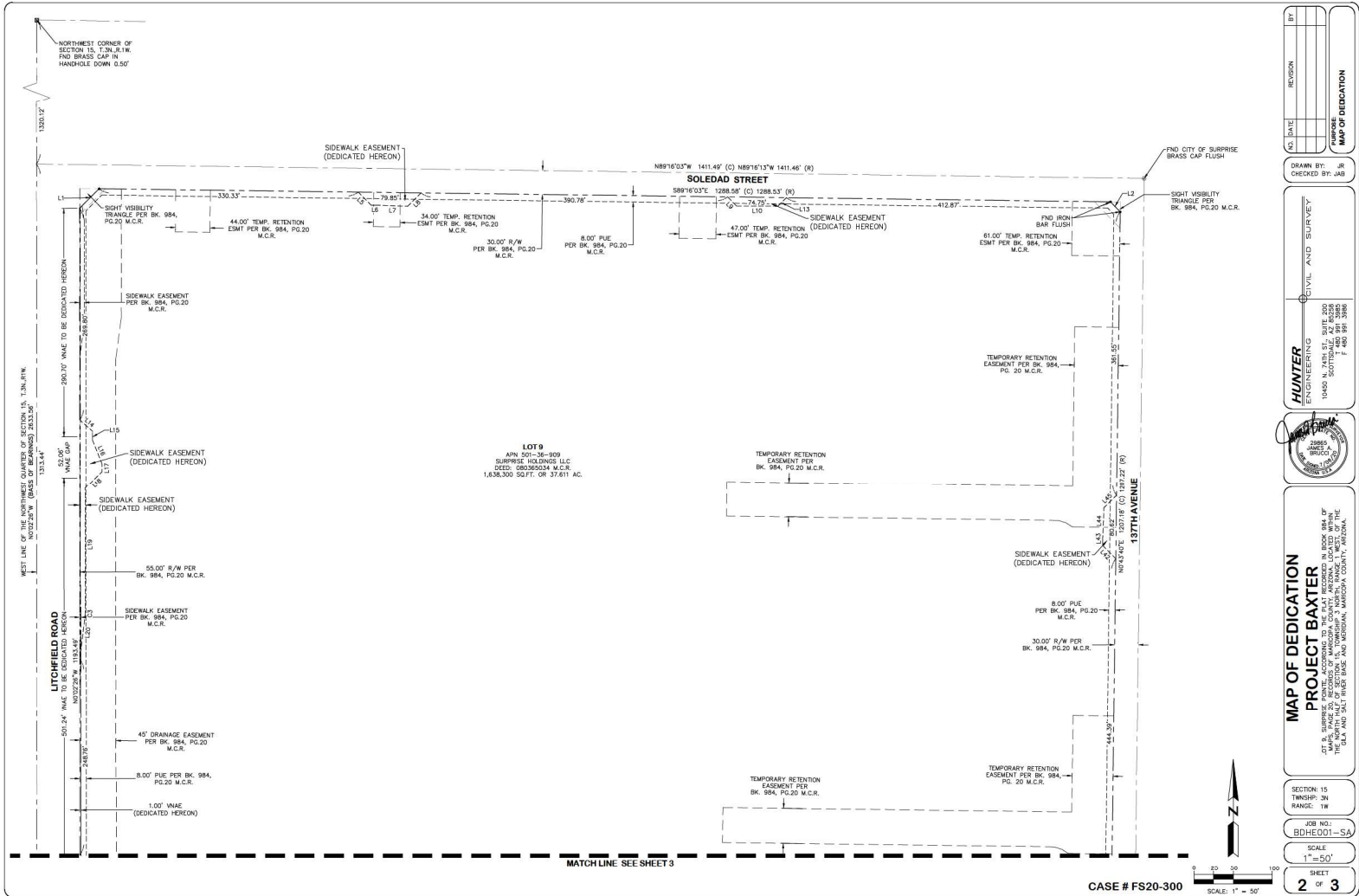
JAMES A. BRUCCI, AZ RES 29865
HUNTER ENGINEERING, INC.
107450 NORTH 74TH STREET
SCOTTSDALE, AZ 85258



DATE

BY	
REGION	
NO. DATE	
PURPOSE	MAP OF DEDICATION
DRAWN BY:	JR
CHECKED BY:	JAB
REGISTERED	CIVIL AND SURVEY
HUNTER	
10450 NORTH 74TH STREET SCOTTSDALE, AZ 85258 F 480 361-3585	
SECTION: 15	
TOWNSHIP: 3N	
RANGE: 1W	
JOB NO:	BOHE001-MOD
SCALE	1"=50'
SHEET	1 OF 3

CASE # FS20-300



LEGEND:

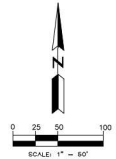
- IRON PIPE FOUND
- △ PK/WASHER
- ✕ CHISELED X
- ALUMINUM CAP IN HANDHOLE
- BRASS CAP IN HANDHOLE
- FOUND AS NOTED
- BRASS CAP FLUSH
- ALUMINUM CAP FLUSH
- MONUMENT LINE
- PROPERTY LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- (R) RECORDED DATA ACCORDING TO THE PLAT,
RECORDED IN BOOK 984 OF MAPS, PAGE 20,
RECORDS OF MARICOPA COUNTY, ARIZONA.

LINE	BEARING	DISTANCE
L1	N45°20'43"E	35.12'
L2	N44°18'12"W	17.68'
L3	N45°40'37"E	35.34'
L4	N44°37'32"W	35.87'
L5	S44°38'20"E	23.07'
L6	N90°00'00"E	8.57'
L7	S87°48'41"E	38.03'
L8	N45°21'54"E	23.98'
L9	N44°38'13"W	16.22'
L10	N90°00'00"W	52.60'
L11	S45°24'48"W	15.08'
L12	N48°32'50"W	21.99'
L13	N00°00'00"W	8.94'
L14	N21°52'12"W	32.31'
L15	N00°00'00"W	8.71'
L16	N44°38'44"E	30.42'
L17	N00°03'58"W	159.41'
L18	N08°50'40"E	58.23'
L19	N48°32'50"W	22.00'
L20	N00°00'00"W	11.49'

LINE	BEARING	DISTANCE
L21	N21°45'14"W	32.29'
L22	N00°00'00"W	9.71'
L23	N44°58'44"E	30.42'
L24	N00°03'58"W	159.41'
L25	N08°50'40"E	58.04'
L26	N50°51'40"E	30.35'
L27	S89°21'33"E	7.85'
L28	S89°10'53"E	42.48'
L29	N90°00'00"E	10.52'
L30	S49°08'44"E	30.48'
L31	N45°23'36"E	23.29'
L32	N90°00'00"E	9.35'
L33	S88°08'46"E	45.02'
L34	N90°00'00"E	9.30'
L35	S44°36'24"E	22.78'
L36	N44°46'05"W	23.50'
L37	N00°00'00"E	10.58'
L38	N02°25'17"E	37.49'
L39	N45°22'40"E	22.46'
L40	S44°46'05"E	23.51'

LINE	BEARING	DISTANCE
L41	S00°00'00"E	8.86'
L42	S02°11'19"W	39.12'
L43	S45°22'40"W	22.67'

CURVE	DELTA	RADIUS	LENGTH
C1	Δ = 24°57'48"	39.50'	17.21'
C2	Δ = 23°54'00"	39.50'	16.48'
C3	Δ = 6°54'38"	6.00'	0.72'



BY: _____

REGION: _____

DATE: _____

PROJECT: _____

DRAWN BY: JR

CHECKED BY: JAB

HUNTER

ENGINEERING & SURVEYING

10400 W. BUCKLEBOURNE DRIVE, SUITE 100
SCOTTSDALE, AZ 85258
P: 480.991.3888
F: 480.991.3889

MAP OF DEDICATION

PROJECT BAXTER

LOT 9, SECTION 15, T.3N, R.1W,
OF MAP 984 OF RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED
WITHIN THE CITY AND TOWN OF SURPRISE, MARICOPA COUNTY,
ARIZONA.

SECTION: 15

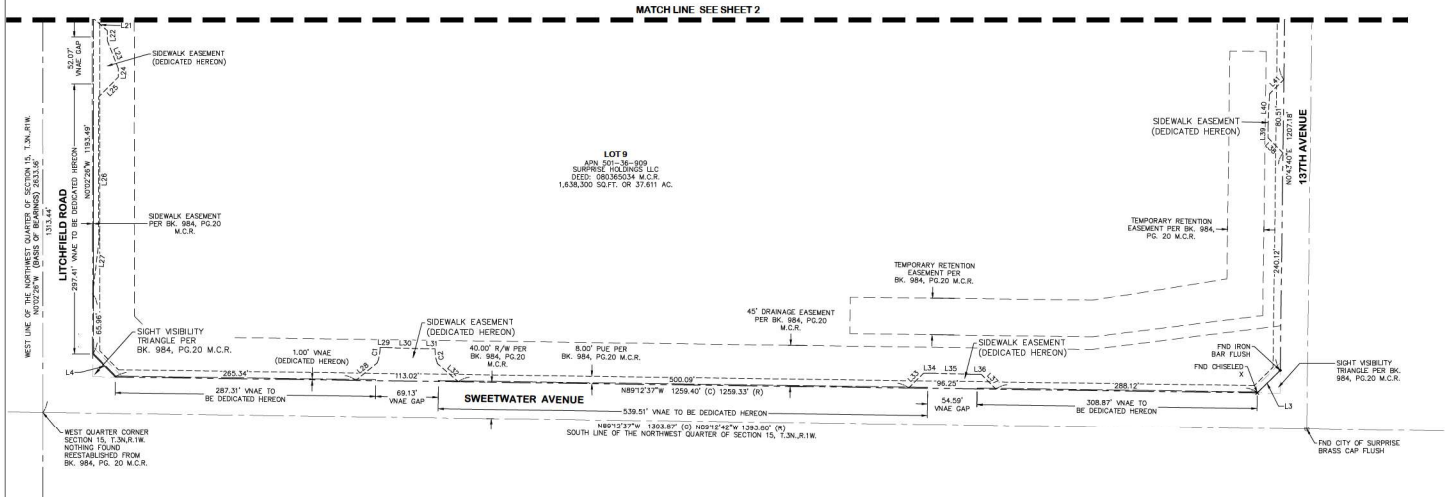
TOWNSHIP: 3N

RANGE: 1W

SUB NO.: BOHE001-SA

SCALE: 1"=50'

SHEET: 3 OF 3



CASE # FS20-300



SURPRISE
ARIZONA

FS20-300
Project Baxter
at Surprise Pointe MOD

City Council – October 6, 2020

VICINITY MAP

FS20-300
Project Baxter



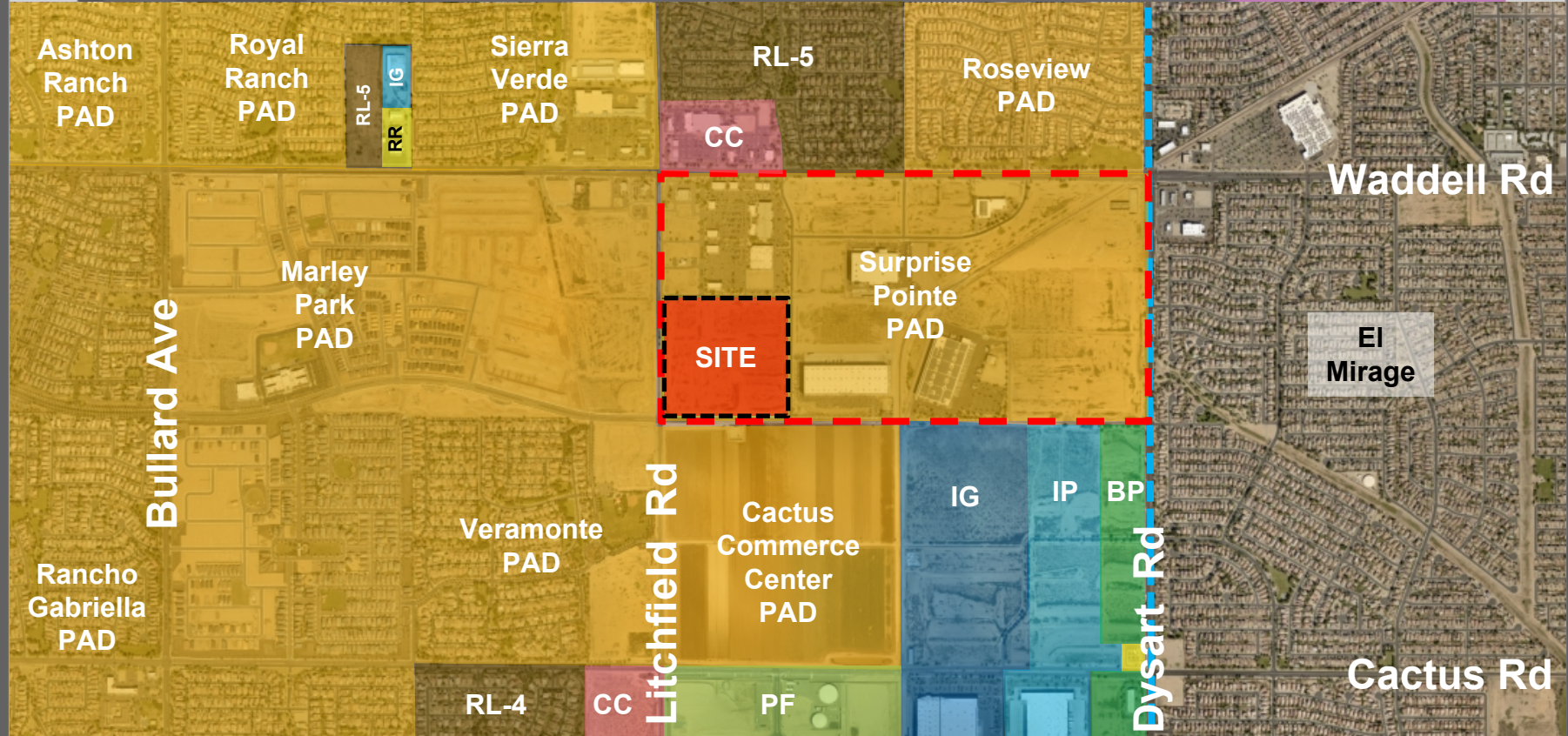
CASE MAP

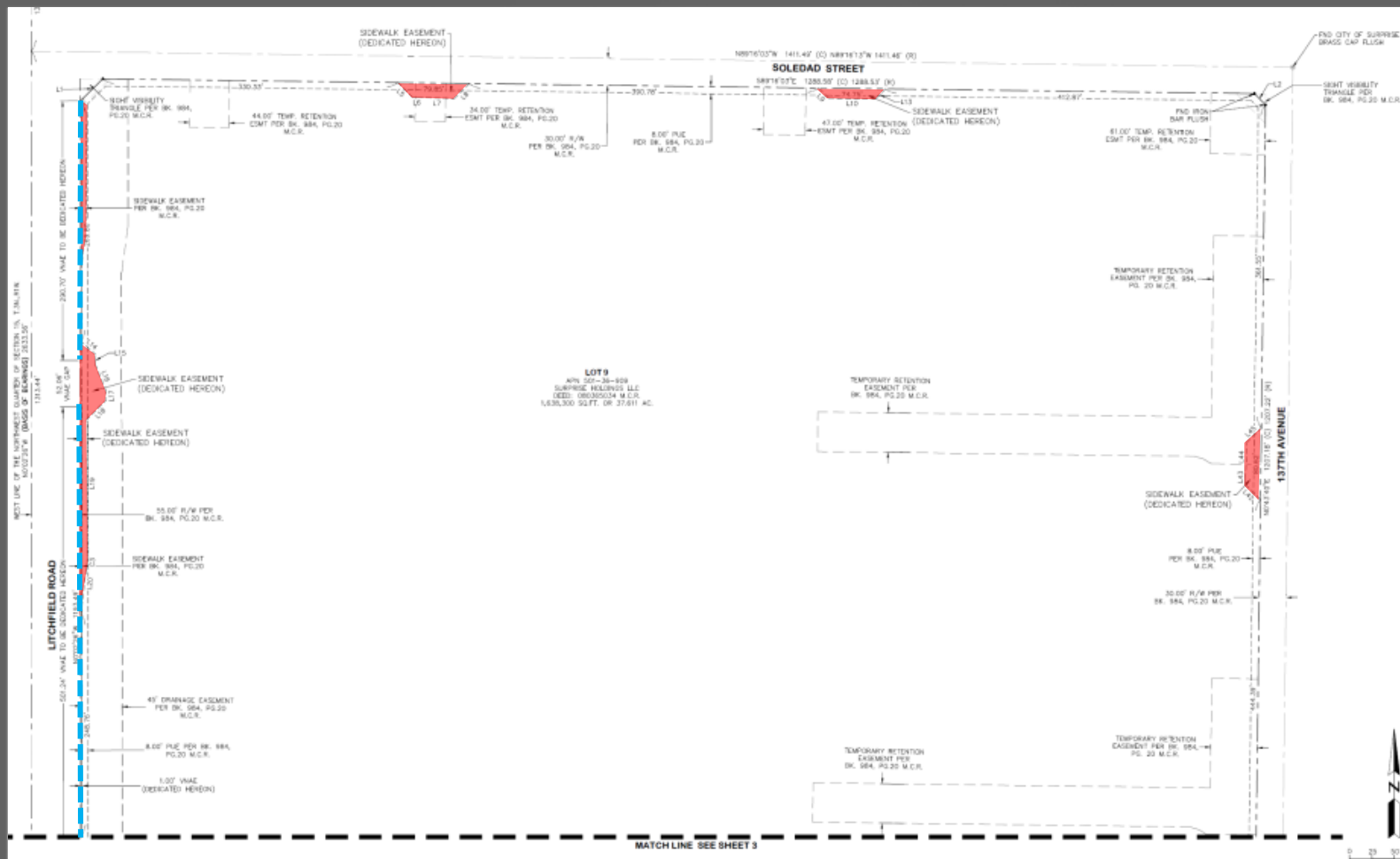
FS20-300
Project Baxter



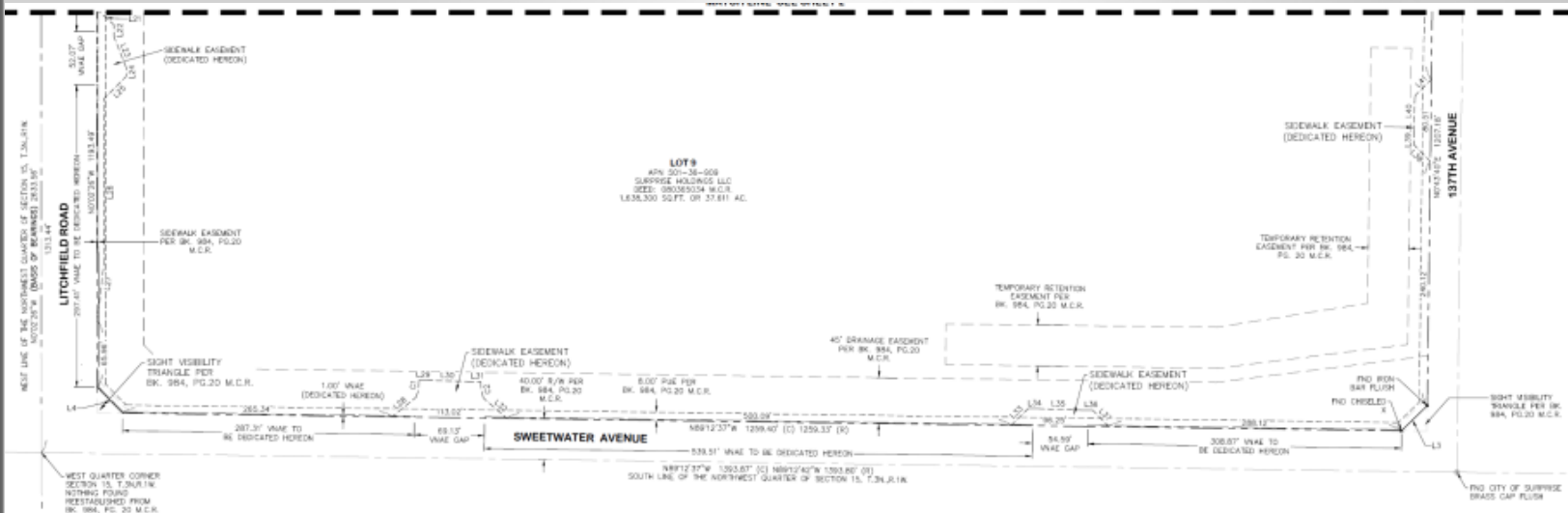
ZONING MAP

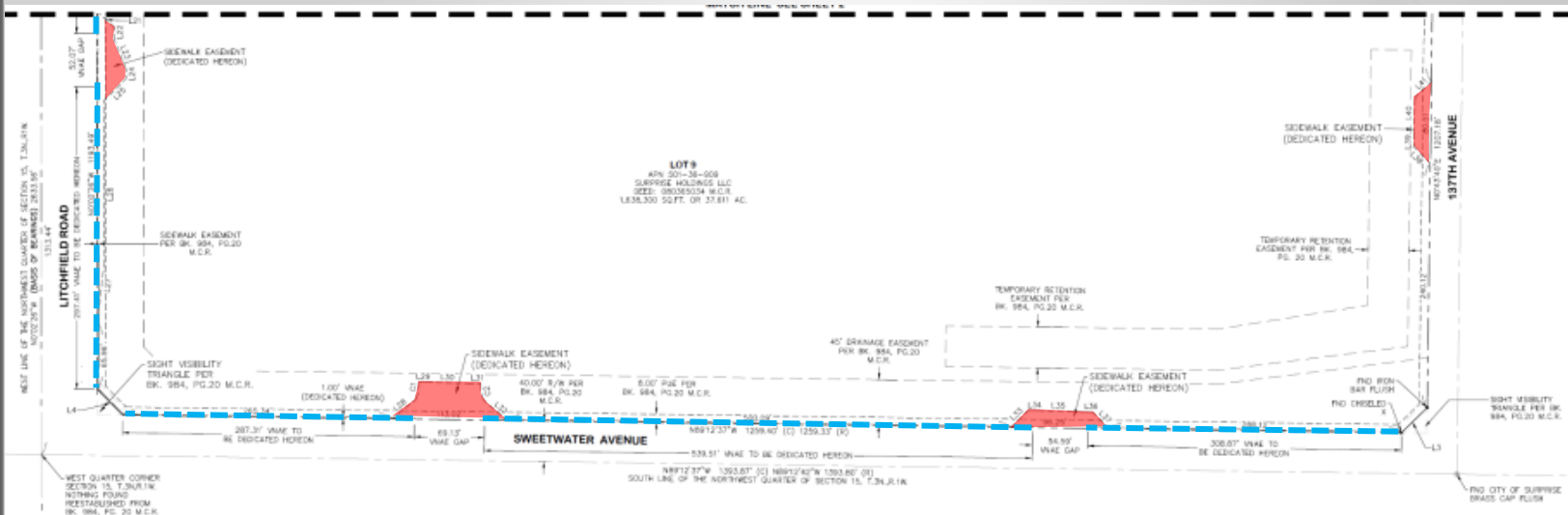
FS20-300
Project Baxter





MAP OF DEDICATION



[illegible]



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 6, 2020 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 1
Staff Recommendations: None

Consent: Yes Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to acceptance of a Drainage Easement from Pensco Trust Company, LLC for roadway improvements along Happy Valley Road, near 147th avenue.

Motion:

I move to accept a certain Drainage Easement from Pensco Trust Company, LLC.

Background:

The easement being dedicated is in association with the road improvements being done by the developer to improve Happy Valley Road to access the Rancho Mercado Development.

Objective Analysis:

The planned improved roadway will need the additional drainage area on the north side of Happy Valley Road for the completion of the roadway improvement leading into the Rancho Mercado Development.

Policy Compliant:

Approval of this item is policy compliant. The proposed dedication will advance the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future impact as additional resources are needed to provide city services.

Budget Impact:

There is currently no budgetary impact related to approval of this item. The City will plan for future O&M when the road is in place and is accepted by the City.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

1. Pensco DE

WHEN RECORDED, RETURN TO:

City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

DRAINAGE EASEMENT

This Drainage Easement (the “**Easement**”) is executed as of the ____ day of _____, 2020 by and between PENSICO TRUST COMPANY LLC, a Colorado limited liability company, Custodian FBO Kent A. Xander, IRA, (“**Grantor**” or “**Owner**”) and the City of Surprise, an Arizona municipal corporation (“**Grantee**” or “**City**”). Grantor and Grantee may individually be referred to herein as “**Party**” or collectively as “**Parties**.”

RECITALS

- A. Grantor is the fee title owner of a parcel of land located in Maricopa County, Arizona described on Exhibit 1 attached hereto (the “**Property**”).
- B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee an exclusive drainage easement over, under and across a portion (the “**Easement Area**”) of the Property. The Easement Area is legally described in Exhibit 2 attached hereto and depicted on Exhibit 3 attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties hereto agree as follows:

- 1. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, an exclusive easement over the Easement Area for drainage purposes, including but not limited to, the installation, construction, improvement, maintenance, repair and utilization of drainage improvements for all drainage purposes. Grantor shall not erect or construct or permit to be erected or constructed any structure or improvement within the Easement Area that unreasonably interferes with the Easement and drainage purposes set forth herein, provided, however, Grantor shall have the right to make use of the Easement Area to the extent said use(s) are not inconsistent with and do not unreasonably interfere with Grantee’s use of the Easement granted herein.
- 2. Maintenance/Future Development/Relocation. The Parties understand that this Easement, and the City’s obligation to maintain the Easement Area, shall remain in place only until such time as development occurs on at least one of the properties and/or lots impacted, benefited, or associated with the Easement on Maricopa County Assessor Parcels APN

503-54-13B or APN 503-54-013D. Until such development, Grantee shall maintain the Easement Area. At the time of the City's issuance of any development approval or permit, the obligation and responsibility for maintenance of the Easement Area shall automatically revert to the owner of the Property. The City and Owner will document this transfer of maintenance responsibility via an assignment, referencing this Drainage Easement, which shall then be recorded with the Maricopa County Recorder. The Parties may assign maintenance responsibility to an existing homeowner's association currently servicing the Property, and maintenance thereafter shall become the responsibility of such homeowner's association). The Easement Area may be redefined only with the prior approval of Grantee (granted in its sole discretion) in connection with Grantee's granting approvals with respect to the development of the Property. Any redefined Easement Area shall account for, handle, and otherwise address all drainage issues, both on site and off site, associated with developing the Property including channelization, conveyance, detention, and retention.

3. Restoration of Property. Grantee, its successors or assigns, or any other person or entity specifically permitted by Grantee to enter upon, perform any work within, or otherwise use the Easement Area pursuant to the rights granted pursuant to this Easement, shall (a) promptly repair and restore any damage to the landscaping or other improvements placed upon the Easement Area by Grantor that do not unreasonably interfere with Grantee's rights herein and resulting from Grantee's entry, work or use. In no event shall there be any obligation to repair or restore any damage to landscaping or any other improvement (or salvage any landscaping or any other improvement) which impairs the authorized use of the Easement Area by Grantee, its successors and assigns.; (b) promptly remove any mechanics' or materialmen's lien arising from any such work within the Easement Area; and (c) indemnify, defend and hold Grantor harmless for, from and against any claims, liability, judgments, loss, cost or expense, including reasonable attorney's fees, solely to the extent arising from injuries to any person in connection with such entry, work or use. Notwithstanding the foregoing, neither Grantee nor any person or entity shall be obligated to indemnify or hold Grantor harmless from any claims, judgments, loss, cost or expense arising out of Grantor's negligence, grossly negligent act, or willful misconduct.
4. Not a Public Dedication. Other than the grant of the Easement for drainage purposes as set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Area to the general public or for any public purpose whatsoever.
5. Miscellaneous. The Recitals are incorporated herein. The Headings in this Drainage Easement are for convenience only and shall not define or limit the provisions hereof. This Drainage Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against Grantor or Grantee. This Drainage Easement shall be governed by the laws of the State of Arizona. Should any term, provision, covenant or condition of this Drainage Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Drainage Easement, but the remainder thereof shall be effective as though such void, invalid or inoperative term, provision, covenant or condition had not been contained herein.

6. Conflicts of Interest. The Parties acknowledge that A.R.S. § 38-511 is applicable to this Easement.

IN WITNESS WHEREOF, the parties hereto have executed this Drainage Easement as of the date above written.

GRANTOR:

PENSCO TRUST COMPANY LLC, a
Colorado limited liability company,
Custodian FBO Kent A. Xander, IRA



STATE OF Colorado)
) SS.
County of Denver)

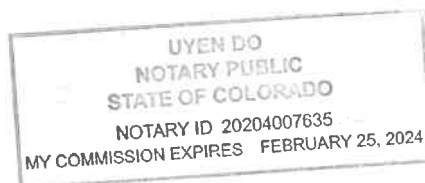
The foregoing instrument was acknowledged before me this 3rd day of Sept, 2020, by Tunde Shodipo, as auth signer of Pensco Trust Company, LLC, a Colorado limited liability company, Custodian FBO Kent A. Xander, IRA.



Notary Public

My Commission Expires:

02/25/2024



GRANTEE:

City of Surprise, an Arizona municipal
corporation

By: _____

Skip Hall

Its: Mayor

ATTEST:

Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
2020, by SKIP HALL, known by me as the Mayor of the City of Surprise, an Arizona municipal
corporation.

Notary Public

My Commission Expires:

Exhibit 1
Page-1



ONE COMPANY.
INFINITE SOLUTIONS.

LEGAL DESCRIPTION
KENT A XANDER IRA
A.P.N. 503-54-013D
PROPERTY BOUNDARY

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3 1/2 INCH ALUMINUM CAP STAMPED RLS 33307, 2011 ACCEPTED AS THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 2 INCH ALUMINUM CAP STAMPED RLS 36562, ACCEPTED AS THE SOUTH QUARTER CORNER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS N89°36'55"W A DISTANCE OF 2626.94 FEET;

THENCE, ALONG THE SOUTH LINE OF SAID SECTION 5, N89°36'55"W A DISTANCE OF 1313.47 FEET;

THENCE, LEAVING THE SOUTH LINE OF SAID SECTION 5, N00°02'31"W A DISTANCE OF 68.00 FEET TO A POINT ON THE NORTH LINE OF THE HAPPY VALLEY ROAD RIGHT OF WAY, "R/W" RECORDED PER DOCUMENT NO. 2018-0824566, RECORDS OF MARICOPA COUNTY, ALSO BEING THE **POINT OF BEGINNING**, SAID POINT ALSO BEING **THE** BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, WESTERLY ALONG SAID "R/W" CURVE AN ARC LENGTH OF 258.44 FEET, WITH A RADIUS OF 1968.00 FEET AND THE RADIAL BEARING OF S00°22'12"W AND A CENTRAL ANGLE OF 07°31'27";

THENCE, CONTINUING ALONG SAID "R/W", S82°50'45"W A DISTANCE OF 388.63 FEET;

THENCE, LEAVING SAID "R/W", N89°36'55"W A DISTANCE OF 13.26 FEET TO A POINT BEING THE SOUTHWEST CORNER OF THIS SUBJECT PARCEL;

THENCE, N00°00'16"W A DISTANCE OF 660.76 FEET TO A POINT BEING THE NORTHWEST CORNER OF THIS SUBJECT PARCEL;

THENCE, S89°38'02"E A DISTANCE OF 656.30 FEET TO A POINT BEING THE NORTHEAST CORNER OF THIS SUBJECT PARCEL;

THENCE, S00°02'31"E A DISTANCE OF 592.98 FEET TO A POINT BEING THE SOUTHEAST CORNER OF THIS SUBJECT PARCEL, ALSO BEING THE **POINT OF BEGINNING**.

Exhibit 1
Page-2



ONE COMPANY.
INFINITE SOLUTIONS.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 407,963 SQUARE FEET OR 9.366 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATIONS OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.

PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 09001944
MAY 7TH, 2020



Exhibit 1

Page-3

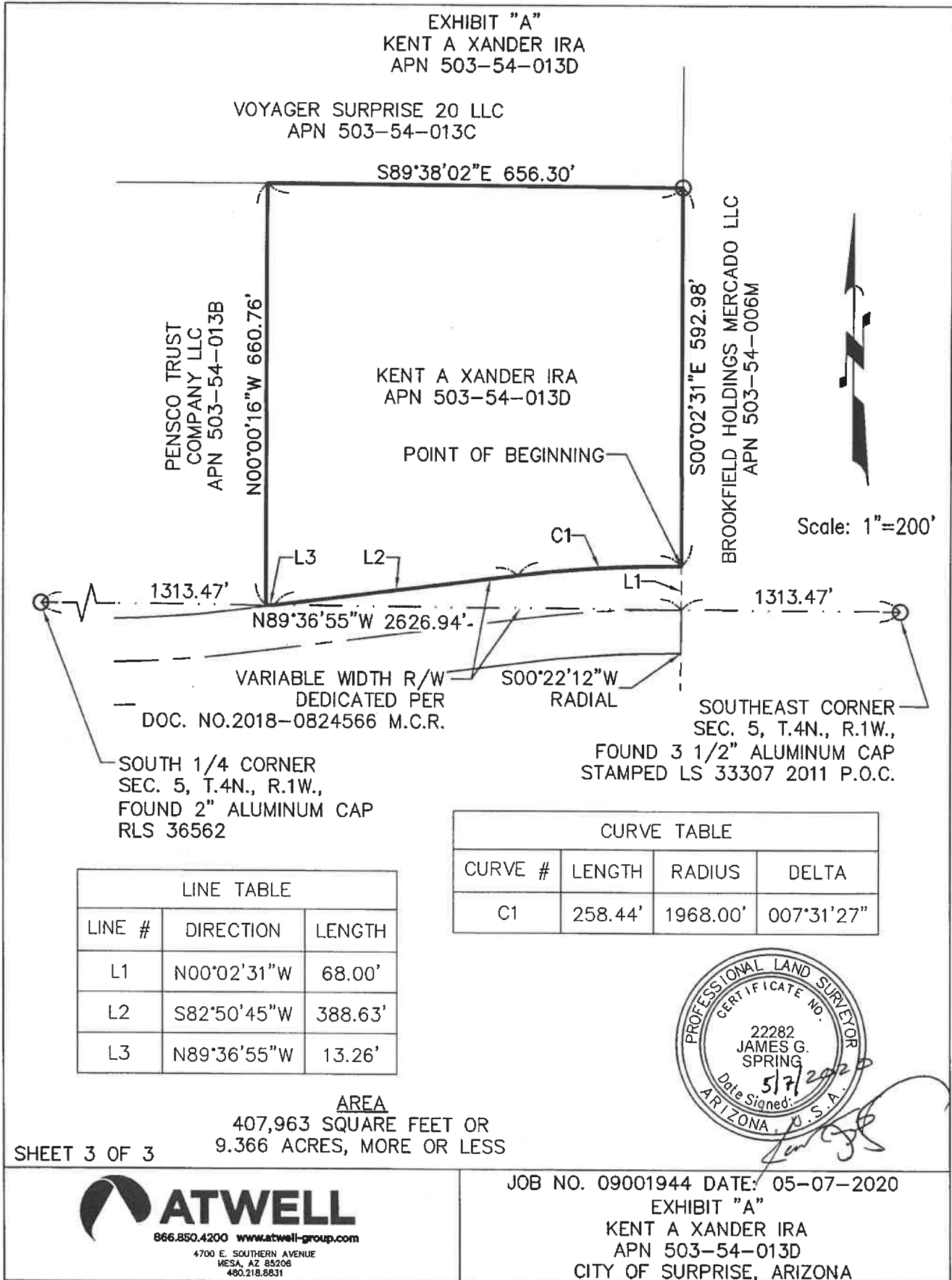


Exhibit 2
Page-1



ONE COMPANY.
INFINITE SOLUTIONS.

LEGAL DESCRIPTION
RANCHO MERCADO
A.P.N. 503-54-013D
DRAINAGE EASEMENT

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3 1/2 INCH ALUMINUM CAP STAMPED RLS 33307, 2011 ACCEPTED AS THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 2 INCH ALUMINUM CAP STAMPED RLS 36562, ACCEPTED AS THE SOUTH QUARTER CORNER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS N89°36'55"W A DISTANCE OF 2626.94 FEET;

THENCE, ALONG THE SOUTH LINE OF SAID SECTION 5, N89°36'55"W A DISTANCE OF 1511.73 FEET;

THENCE, LEAVING THE SOUTH LINE OF SAID SECTION 5, N00°00'00"W A DISTANCE OF 57.95 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT ALSO BEING THE **POINT OF BEGINNING**;

THENCE, WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 59.96 FEET, WITH A RADIUS OF 1,968.00 FEET AND THE RADIAL BEARING OF S05°24'31"E AND A CENTRAL ANGLE OF 01°44'44";

THENCE, S82°50'45"W A DISTANCE OF 36.43 FEET;

THENCE, N07°09'15"W A DISTANCE OF 30.00 FEET;

THENCE, N82°50'45"E A DISTANCE OF 36.43 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 60.57 FEET, WITH A RADIUS OF 1,998.00 FEET AND A CENTRAL ANGLE OF 01°44'13";

THENCE, S05°59'27"E A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**.



ONE COMPANY.
INFINITE SOLUTIONS.

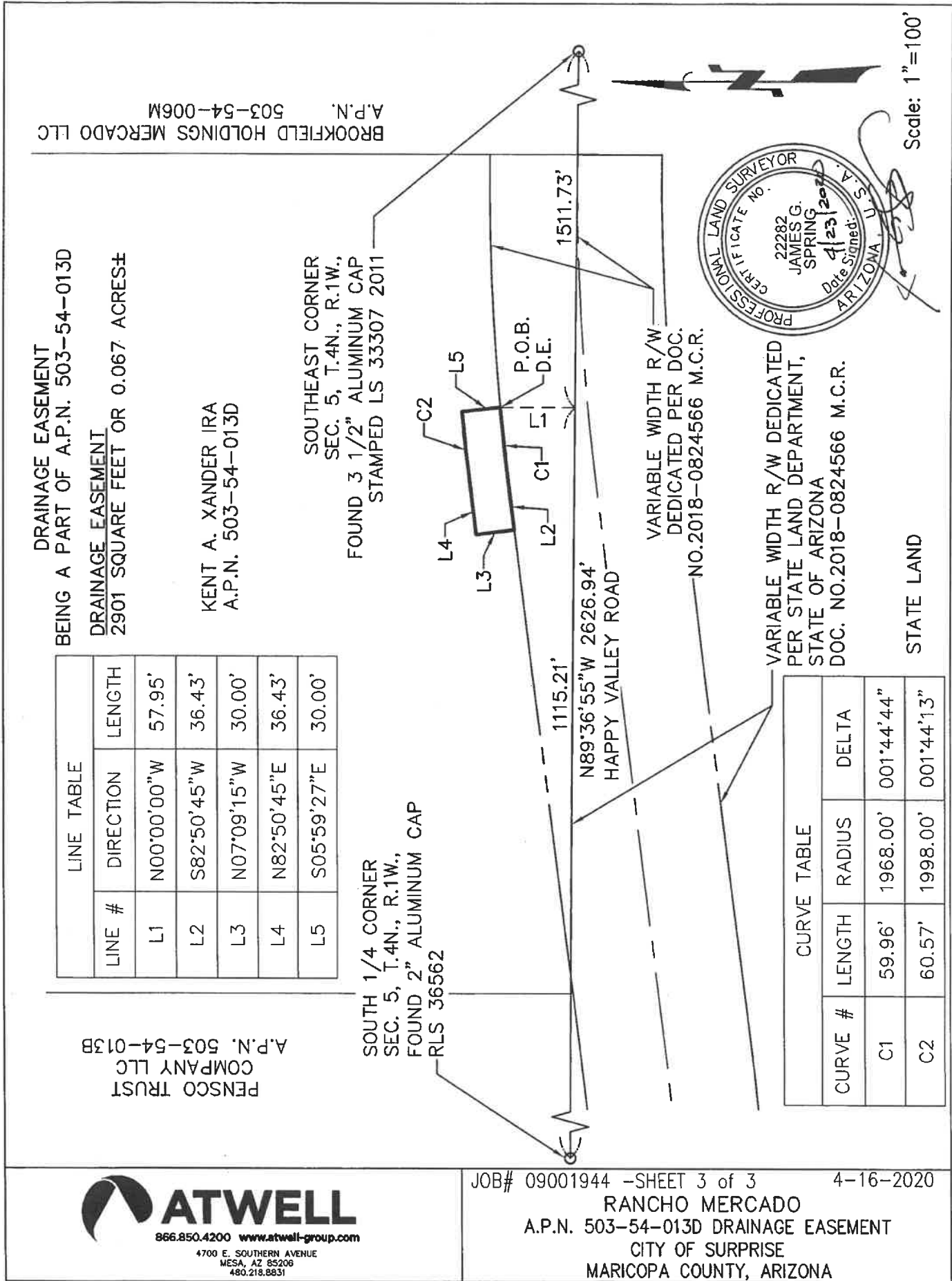
THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 2,901 SQUARE FEET OR 0.067 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATION OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.

PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 09001944
APRIL 16TH, 2020



Exhibit 3 Page-1



JOB# 09001944 -SHEET 3 of 3 4-16-2020
 RANCHO MERCADO
 A.P.N. 503-54-013D DRAINAGE EASEMENT
 CITY OF SURPRISE
 MARICOPA COUNTY, ARIZONA

PACIFIC PREMIER BANK	
Pacific Premier Trust	Tier B Authority Approved: June 1, 2020

Pacific Premier Trust, a Division of Pacific Premier Bank

Effective June 1, 2020

WHEREAS, effective on June 1, 2020 at 12:01 a.m., Opus Bank a California State chartered bank merged with and into Pacific Premier Bank, a California State-chartered bank headquartered in Irvine, California (the "Bank");

WHEREAS, shortly thereafter, PENSCO Trust Company, a non-depository trust company organized in the State of Colorado and an indirect wholly owned subsidiary of Opus Bank, merged with and into the Bank, thereupon becoming a division of the Bank called "Pacific Premier Trust";

WHEREAS, the Board of Directors of the Bank have previously empowered the President and Chief Operating Officer of the Bank to approve signing authorities constituting "Tier B" authority;

WHEREAS, "Tier B" Authority includes signing authority granted to all officers and employees of the Bank except for authorities granted to the Bank's named executive officers, namely the Chief Executive Officer, the President and Chief Operating Officer, the Chief Financial Officer, the Chief Innovation Officer and the Chief Credit Officer of the Bank; and

WHEREAS, the initial signing authorities of Pacific Premier Trust do not delegate any signing authorities to the Bank's named executive officers, and thus constitute "Tier B" Authorities in their entirety.

APPROVAL OF "TIER B" SIGNING AUTHORITIES

NOW THEREFORE, BE IT APPROVED, that each of the individuals with the titled positions as set forth in "**Exhibit A**," and who are more specifically identified and approved by management in "**Exhibit B**," are hereby authorized and empowered to purchase, transfer, endorse, sell, assign, borrow, set over and deliver any and all shares of stocks, bonds, debentures, proxies, annuities, certificate of deposits, limited partnerships or other securities, and real-estate holdings now or hereafter standing in the name of the Company for the benefit of clients or their beneficiaries in its name, a dba or any nominee name and to make, execute and deliver any and all written instruments necessary or proper to effectuate the authority hereby conferred. Assets held on behalf of account owners of the Company have historically been, and may currently remain, registered in one or more of the following names:

PENSCO Pension Services	NTC & Co	CRS & Co.
PENSCO Trust Company	FTC & Co	Retirement Accounts & Co.
PENSCO Trust Company, LLC	1st & Co	Retirement Accounts, Inc.
Lincoln Trust Company	Fiserv ISS & Co	Resources Trust Company
IMS & Co	FI & Co	
Trustlynx & Co	FIACO & Co.	

Assets newly purchased on behalf of account owners of the Company may be registered in the name of Pacific Premier Bank; Pacific Premier Trust; Pacific Premier Trust, a division of Pacific Premier Bank; or in the nominee name of NTC & Co.

RESOLVED FURTHER, that the individuals in **Exhibit B** may be removed and substituted as deemed appropriate by management with individuals who hold titles identified on **Exhibit A**.

* * * * *

PACIFIC PREMIER BANK	
Pacific Premier Trust	Tier B Authority Approved: June 1, 2020

Date updated: June 17, 2020

Exhibit A – Selected Officers and Employees of Pacific Premier Trust

Senior Executive Vice President, President
 Senior Vice President, Chief of Staff
 Senior Vice President, Chief Operating Officer
 Vice President, Client Services
 Vice President, Private Placements
 Vice President, Operations

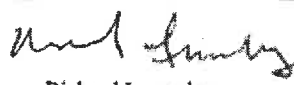
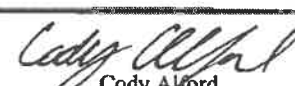
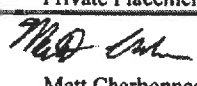
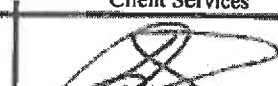
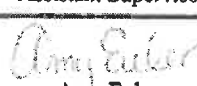
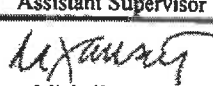
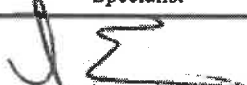
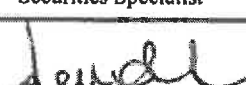
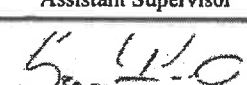
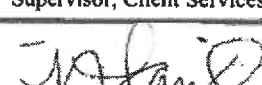
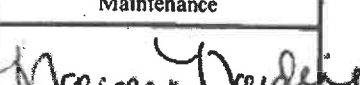
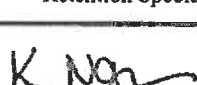
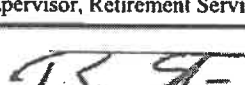
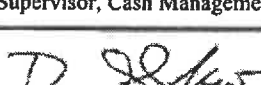
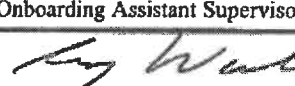
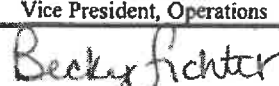
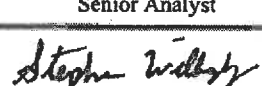
 Director, Deal Office
 Director, Market Traded Securities
 Director, Private Equity
 Director, Real Estate & Notes
 Investment Review Assistant Supervisor
 Investment Review Lead
 Investment Processing Assistant Supervisor
 Manager, Business Development and Onboarding
 Market Traded Securities Specialist
 Onboarding Assistant Supervisor
 Private Equity Maintenance Assistant Supervisor
 Private Equity Maintenance Senior Specialist
 Private Equity Maintenance Specialist
 Supervisor, Cash Management
 Supervisor, Client Services
 Supervisor, Investment Processing
 Supervisor, Investment Review
 Supervisor, Private Equity Maintenance
 Supervisor, Real Estate & Notes Maintenance
 Supervisor, Reregistration
 Supervisor, Retirement Services
 Real Estate and Notes Maintenance Associate
 Real Estate and Notes Maintenance Specialist
 Real Estate and Notes Assistant Supervisor
 Retirement Services Assistant Supervisor
 Retirement Services Lead
 Retention Specialist

PACIFIC PREMIER BANK

Pacific Premier Trust

Tier B Authority Approved: July 31, 2020

Exhibit B

	 Richard Immesberger Senior Executive Vice President, President	 Amy Wong Senior Vice President, Chief of Staff	
 Jennifer Tsang First Vice President CFO - Pacific Premier Trust	 Dimetra Pelekidis Vice President, Client Services	 Jim Weinberg Vice President, Private Placements	 Cathleen Adcock Supervisor, Client Services
 Elpidia "Liz" Anderson Supervisor, Real Estate & Notes Maintenance	 Cody Alford Manager, Business Development and Onboarding	 Matt Charbonneau Private Equity Maintenance Assistant Supervisor	 James Coles Retirement Services Assistant Supervisor
 Sharon Doyne Market Traded Securities Specialist	 Tina Eulin Real Estate & Notes Assistant Supervisor	 Amy Euler Market Traded Securities Specialist	 Michelle Fausett Investment Review Assistant Supervisor
 Sara Estes Investment Review Assistant Supervisor	 Aaron Finders Supervisor, Client Services	 Eva Freindl Supervisor, Investment Review	 Laura Grimes Supervisor, Private Equity Maintenance
 Sean Irions Director, Market Traded Securities	 Natasna Landis Retention Specialist	 Nicholas Miller Supervisor, Retirement Services	 Marcene Nardine Director, Deal Office
 Barbara Ngralmau Private Equity Maintenance Senior Specialist	 Karla Nguyen Director, Real Estate & Notes	 Brian Nissen Supervisor, Cash Management	 Francis Novella Investment Review Lead
 Chris Rains Investment Processing Assistant Supervisor	 Ben Sboto Onboarding Assistant Supervisor	 Dan Shaw Retirement Services Lead	 Allison Vandenberg Supervisor, Investment Processing
 Cheryl Venomila Vice President, Operations	 Greg Wade Investment Review Senior Analyst	 Matthew White Director, Private Equity	
 Becky Fichter Real Estate and Notes Maintenance Specialist	 Stephen Willoughby Private Equity Maintenance Specialist	 Petal Young Supervisor, Reregistration	 Tunde Shodipo Real Estate and Notes Maintenance Associate

PACIFIC PREMIER BANK	
Pacific Premier Trust	Tier B Authority Approved: June 1, 2020

APPROVAL OF TIER B SIGNING AUTHORITY

All Tier B authorizations and Signing Authorities set forth above, are hereby adopted and approved.

By: 
Name: Edward Wilcox
Title: President/Chief Operating Officer
Pacific Premier Bank

Date updated: June 17, 2020

SECRETARY'S CERTIFICATE

I, Lance McKinlay, Assistant Corporate Secretary of Pacific Premier Bank, hereby certify as follows:

1. The Board of Directors of Pacific Premier Bank delegated authority to Eddie Wilcox, President and Chief Operating Officer of the Bank, to approve changes to Tier B authorizations contained in Signing Authorities, and the duly approved resolutions delegating such Tier B approval authority remain in full force and effect.

2. Attached is a true and complete copy of Tier B signing authority related to Pacific Premier Trust, a division of Pacific Premier Bank, as of the date hereof.

Date updated: June 17, 2020

By: 
Name: Lance McKinlay
Title: Assistant Corporate Secretary
Pacific Premier Bank



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 6, 2020 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 1
Staff Recommendations: None

Consent: Yes Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to acceptance of a Quit Claim Deed from David and Lisa Staley for public rights-of-way along Dale Lane near 158th avenue.

Motion:

I move to accept rights-of-way by Quit Claim Deed executed by David and Lisa Staley.

Background:

The property being dedicated is along Dale Lane. The City has been working with the Saguaro View Community to obtain contiguous right of way in this area for roadway maintenance.

Objective Analysis:

The City will continue to accept right of way in the Saguaro View Community.

Policy Compliant:

Approval of this item is policy compliant. The proposed dedication will advance the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future impact as additional resources are needed to provide city services.

Budget Impact:

There is currently no budgetary impact related to approval of this item. The City will plan for future O&M when the road has contiguous right of way and the City can legally maintain it.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

1. executed RW
-

When recorded return to:
City Clerk
City of Surprise, Arizona
16000 Civic Center Plaza
Surprise, AZ 85374

Exempt from filing an
Affidavit of legal value
A.R.S. §11-1134(A)(3)

QUIT CLAIM DEED

For the consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **David R. Staley and Lisa M. Staley, Husband and Wife, as community property with right of survivorship**, ("Grantor") Do hereby quitclaim to the City of Surprise, an Arizona municipal corporation, all of Grantor's right, title, and interest in the real property as legally described in Exhibit A and depicted in Exhibit B.

As a political subdivision of the State of Arizona, the City is exempt from all taxes and assessments based on assessed value except for special districts # 14751 and 14710.

Dated this 16 day of August, 2020

GRANTORS

David R. Staley
David R. Staley
Lisa M. Staley
Lisa M. Staley

STATE OF Arizona
County of Maricopa)ss.



This instrument was acknowledged and executed before me this 16th day of August 2020.

My Commission Expires:
7/31/2020

M. Boozer
NOTARY PUBLIC

EXHIBIT "A"

DESCRIPTION

ROAD RIGHT WAY DEDICATION

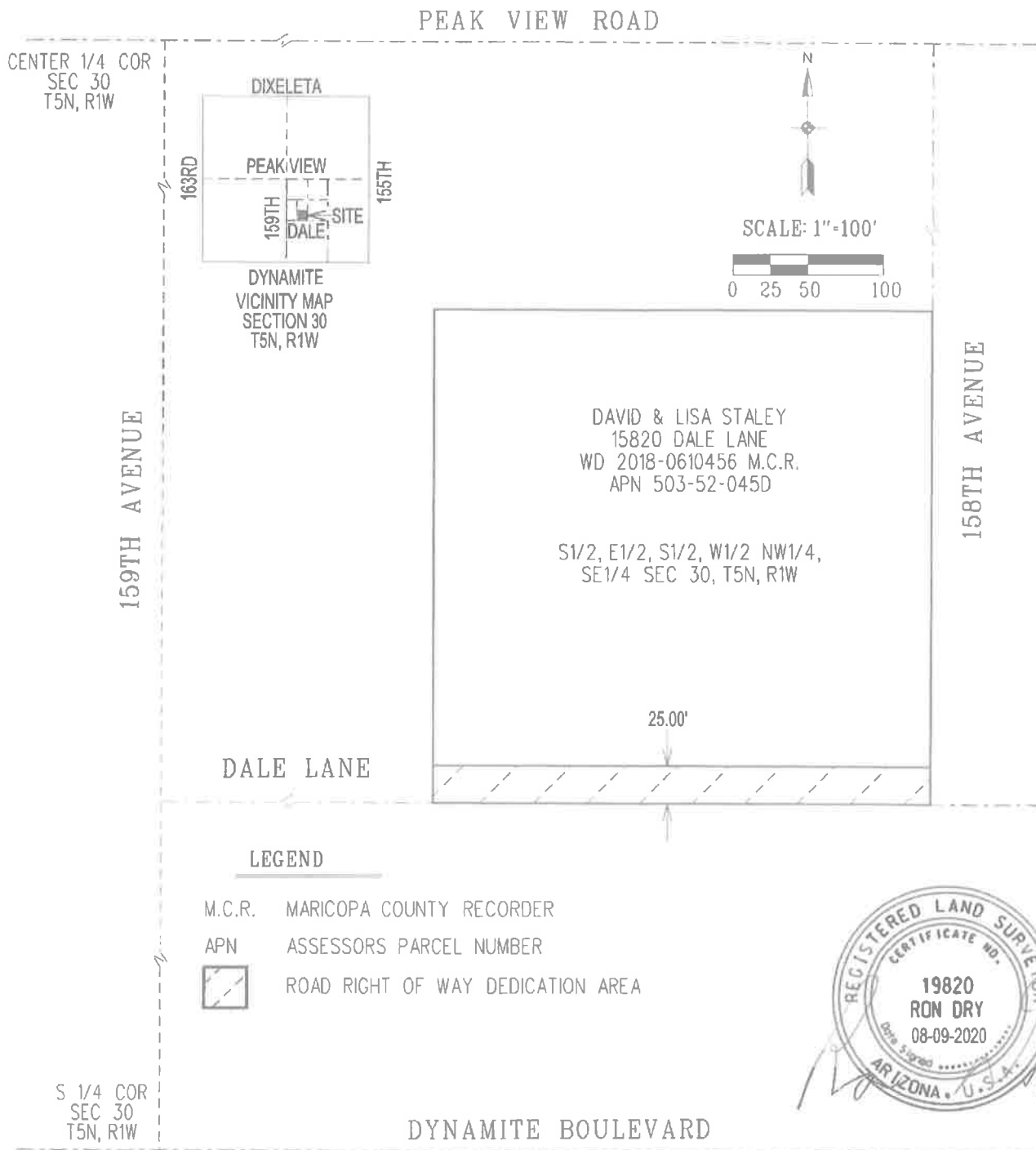
The south 25.00 feet of the South Half of the East Half of the South Half of the West Half of the Northwest Quarter of the Southeast Quarter of Section 30, Range 5 North, Township 1 West of the Gila and Salt River Base & Meridian, Maricopa County, Arizona.

Attached is Exhibit "B" and by this reference is made a part hereof.

End of description



EXHIBIT "B"



ROAD RIGHT OF WAY
DEDICATION
APN 503-52-045D



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 20031

DRAWN BY RCD

DATE 08-09-20

SHEET 1 OF 1



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 6, 2020 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 1
Staff Recommendations: None

Consent: Yes Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to acceptance of a Dedication of Public Right-of-Way from The Gerald L Schneerer and Linda M Schneerer Living Trust along 163rd Avenue north of Jomax Road.

Motion:

I move to accept a Dedication of Public Right-of-Way from The Gerald L Schneerer and Linda M Schneerer Living Trust.

Background:

As part of the ongoing development in this area, right of way is needed to assist in the development of improved access for these communities. The right of way being dedicated is needed for contiguous roadway improvements along 163rd Avenue.

Objective Analysis:

The City lacks appropriate right of way in this area. The developer in this area has worked with the surrounding land owners to obtain right of way to ensure improved access to the developments.

Policy Compliant:

Approval of this item is policy compliant. The proposed dedication will advance the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is currently no budgetary impact related to approval of this item. The City will plan for future O&M when the road is in place and is accepted by the City.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

1. Dedication of ROW - Schneerer Received 8-27-20
-

When Recorded Mail To:

City Clerk
City of Surprise
16000 N Civic Center Plaza
Surprise, AZ 85374

DEDICATION OF PUBLIC RIGHT-OF-WAY

GRANTOR: The Gerald L. Schneerer and Linda M. Schneerer Living Trust

GRANTEE: City of Surprise, an Arizona municipal corporation (the "City")

Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration, receipt of which is hereby acknowledged, does hereby dedicate to the City fee title to the following described real property:

See Exhibit A attached hereto and incorporated herein by reference (the "Property")

for public right-of-way and utility use.

The Grantor hereby binds itself and its successors to warrant and defend the title to the Property as against all acts of Grantor herein and none other.

DATED: 7/27, 2020

"Grantor"

Gerald Schneerer
Linda Schneerer

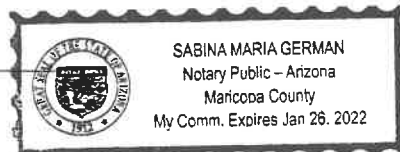
(ACKNOWLEDGMENTS)

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.

This instrument was acknowledged before me on August 14, 2020
by Gerald Schneerer, as Grantor, of City of Scottsdale
Linda Schneerer

Sabina Maria German
Notary Public in and for the State of Arizona

My Commission Expires:



ACCEPTED BY:

“City”

CITY OF SURPRISE, an Arizona
municipal corporation

By: _____
Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

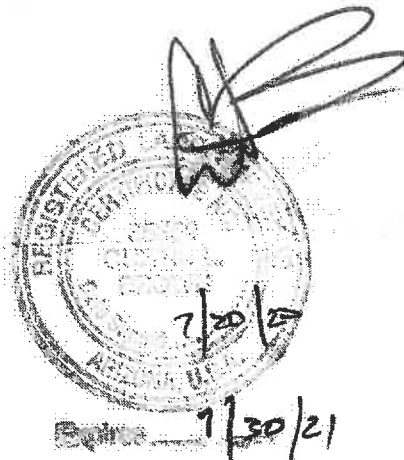
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 20__,
by Skip Hall, the Mayor of the City of Surprise, an Arizona municipal corporation.

Notary Public in and for the State of Arizona

My Commission Expires:

THE WEST 100.00 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF LOT 3,
SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, IN MARICOPA COUNTY, ARIZONA.





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 6, 2020 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 1
Staff Recommendations: None

Consent: Yes Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to acceptance of a Warranty Deed from Ace PSP, L.L.C. for public right of way for roadway and utility purposes at 163rd Avenue north of Happy Valley Road.

Motion:

I move to accept the Warranty Deed from Ace PSP, L.L.C. executed on April 14, 2020.

Background:

The Right of Way being dedicated is along 163rd Avenue to address access to the Paloma Creek Development.

Objective Analysis:

The Development needs the additional access into their development to address access concerns and fire safety.

Policy Compliant:

Approval of this item is policy compliant. The proposed dedication will advance the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is currently no budgetary impact related to approval of this item. The City will plan for future O&M when the road is in place and is accepted by the City.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

1. executed rw
-

When recorded return to:
City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

Exempt from filing an
Affidavit of legal value
A.R.S. §11-1134(A)(3)

WARRANTY DEED

For the consideration of Ten Dollar (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged

ACE PSP, LLC, An Arizona limited liability company, ("Grantor")

Do hereby convey to the City of Surprise, an Arizona municipal corporation, all right, title and interest to and in that certain parcel of real property as legally described in Exhibit A and depicted in Exhibit B.

It is the intention of the parties to cause the real property described on said Exhibit "A" to be dedicated as **public right of way for roadway and utility purposes**, and to vest title in fee simple in the City of Surprise in Trust, for all the uses contemplated in public street dedication.

This deed supersedes and renders void any previous grant of a right in the real property described in Exhibit "A," including, but not limited to, any easements conveyed by Grantor to the City of Surprise concerning the real property described in Exhibit "A."

And I or We do warrant the title against any and all persons, subject only to those encumbrances or liens of record, or as above set forth, if any.

GRANTOR: ACE PSP, LLC, an Arizona
limited liability company

GRANTEE: City of Surprise, an Arizona
municipal corporation

By: 

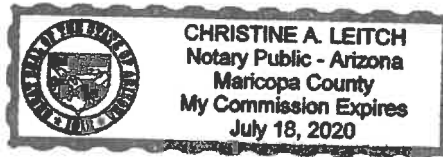
By: _____

Skip Hall
Its: Mayor

ATTEST:

Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)



The foregoing instrument was acknowledged before me this 14th day of April, 2020, by David McHenry

My commission expires:

7-18-2020

Notary Public:

Christine A. Leitch

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, known by me as the Mayor of the City of Surprise, an Arizona municipal corporation.

My commission expires:

Notary Public:

Exhibit A

Legal Description

.



**Legal Description
Paloma Creek
Right-Of-Way**

Job No. 16-400.1

7/30/2020

A portion of Lot 7, Section 6, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the West Quarter Corner of said Section 6, being marked by a 2" Maricopa County Department of Transportation aluminum cap flush, from which the Southwest Corner of said Section 6, being marked by a 2" aluminum cap flush stamped RLS 36562, bears South 0 degrees 23 minutes 36 seconds West, 2635.15 feet;

thence along the West line of said Section 6, South 0 degrees 23 minutes 36 seconds West, 1321.29 feet to the Northwest Corner of said Lot 7;

thence along the North line of said Lot 7, North 89 degrees 48 minutes 57 seconds East, 203.49 feet to the **POINT OF BEGINNING**;

thence continuing along said North line, North 89 degrees 48 minutes 57 seconds East, 55.00 feet;

thence South 0 degrees 11 minutes 34 seconds West, 127.15 feet to the beginning of a curve, concave Northeast, having a radius of 30.00 feet;

thence Southeasterly 27.00 feet along the arc of said curve to the left through a central angle of 51 degrees 33 minutes 55 seconds to a point of reverse curvature of a curve, concave Northwest, having a radius of 62.50 feet;

thence Southwesterly 194.44 feet along the arc of said curve to the right through a central angle of 178 degrees 15 minutes 11 seconds to a point of reverse curvature of a curve having a radius of 30.00 feet;

thence Northwesterly 27.00 feet along the arc of said curve to the left through a central angle of 51 degrees 33 minutes 55 seconds;

thence South 75 degrees 18 minutes 54 seconds West, 127.65 feet;

thence South 31 degrees 05 minutes 50 seconds West, 35.83 feet to the beginning of a non-tangent curve, concave Southwest, from which the radius point bears South 77 degrees 22 minutes 06 seconds West a distance of 1465.00 feet;

thence Northwesterly 105.00 feet along the arc of said curve to the left through a central angle of 4 degrees 06 minutes 24 seconds to the intersection of said West line and the Easterly right-of way of 163rd Avenue as dedicated in Book 666, Page 8 of Maricopa County Records;

thence on a non-tangent line South 60 degrees 28 minutes 02 seconds East, 35.83 feet;

thence North 75 degrees 18 minutes 54 seconds East, 127.65 feet to the beginning of a curve, concave Northwest, having a radius of 30.00 feet;

thence Northeasterly 27.00 feet along the arc of said curve to the left through a central angle of 51 degrees 33 minutes 55 seconds to a point of reverse curvature of a curve having a radius of 62.50 feet;

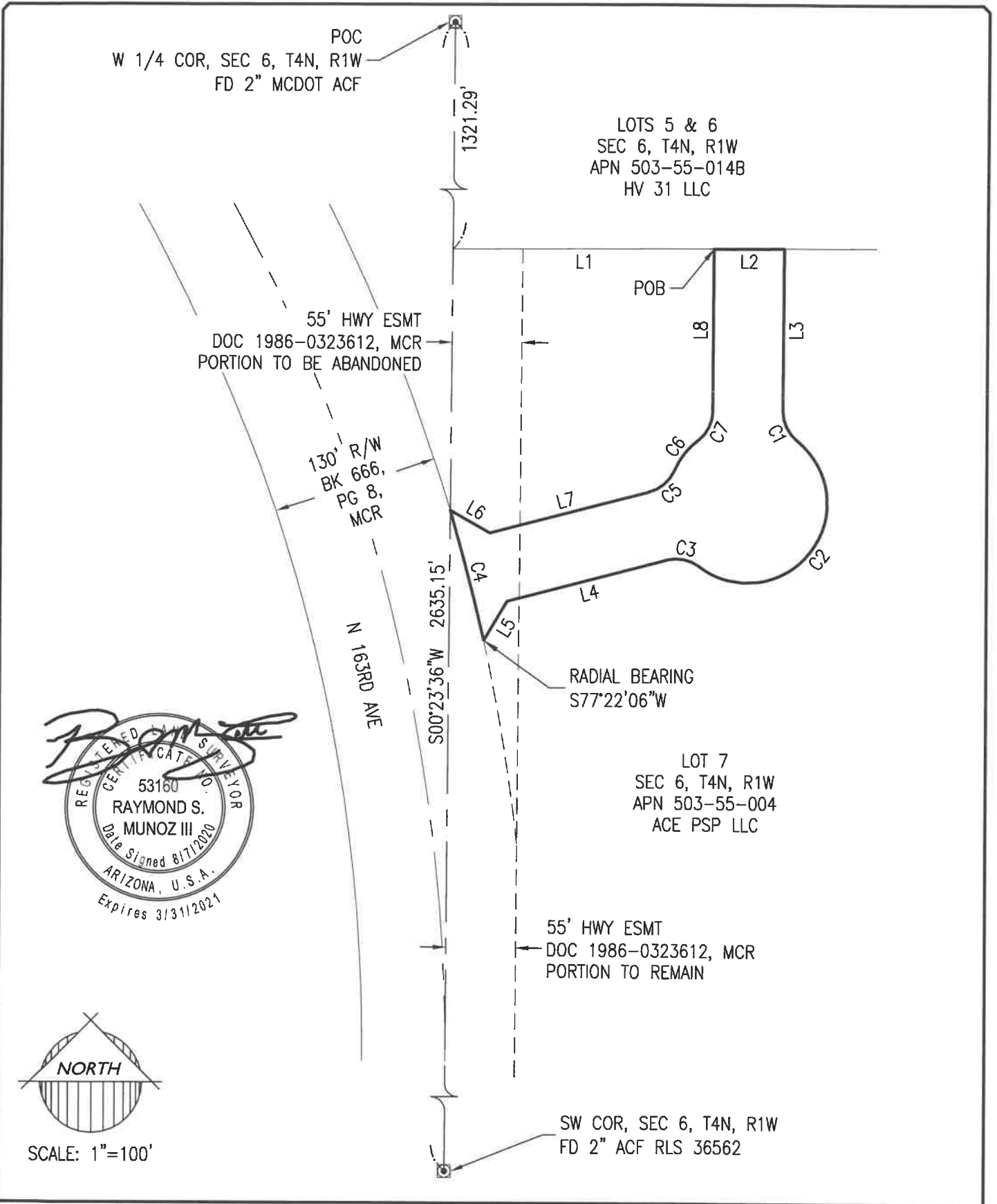
thence Northeasterly 30.55 feet along the arc of said curve to the right through a central angle of 28 degrees 00 minutes 30 seconds to a point of reverse curvature of a curve having a radius of 30.00 feet;

thence Northeasterly 27.00 feet along the arc of said curve to the left through a central angle of 51 degrees 33 minutes 55 seconds;

thence North 0 degrees 11 minutes 34 seconds East, 126.79 feet to the **POINT OF BEGINNING**.

Contains 29,736 square feet or 0.6827 acres, more or less.





16-400.1	Paloma Creek Right-Of-Way	EPS GROUP	1130 N Alma School Rd Ste 120 Mesa, AZ 85201 T:480.503.2250 F:480.503.2258 www.epsgroupinc.com
	Exhibit		

16-400.1

Paloma Creek
Right-Of-Way

Exhibit

SHEET 2 OF 2



1130 N Alma School Rd
Ste 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

LINE TABLE

LINE	BEARING	LENGTH
L1	N89°48'57"E	203.49'
L2	N89°48'57"E	55.00'
L3	S00°11'34"W	127.15'
L4	S75°18'54"W	127.65'
L5	S31°05'50"W	35.83'
L6	S60°28'02"E	35.83'
L7	N75°18'54"E	127.65'
L8	N00°11'34"E	126.79'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C1	27.00'	30.00'	51°33'55"	14.49'	26.10'	S25°35'24"E
C2	194.44'	62.50'	178°15'11"	4099.30'	124.99'	N37°45'14"E
C3	27.00'	30.00'	51°33'55"	14.49'	26.10'	N78°54'08"W
C4	105.00'	1465.00'	4°06'24"	52.52'	104.98'	N14°41'06"W
C5	27.00'	30.00'	51°33'55"	14.49'	26.10'	N49°31'57"E
C6	30.55'	62.50'	28°00'30"	15.59'	30.25'	S37°45'14"W
C7	27.00'	30.00'	51°33'55"	14.49'	26.10'	N25°58'32"E





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 6, 2020 Contact Person: Rob Kuhfuss
Submitting Department: Community Development District: District 3
Staff Recommendations: None

Consent: Yes Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to the approval of the Re-Plat entitled, "Amended Replat of Lot 3, 'Replat of Lot 3, Prasada Phase 1B North'" dated June 11, 2020, an approximately 120.288 acre real property generally located south of Waddell Road and east of Loop 303; Case FS20-077.

Motion:

I move to approve the Re-Plat entitled, "Amended Replat of Lot 3, 'Replat of Lot 3, Prasada Phase 1B North'" dated June 11, 2020.

Background:

Olsson, on behalf of Westcor Surprise RSC, LLC and COSTCO Wholesale Corporation, seeks approval of a Re-Plat of the subject property. The original Final Plat was recorded under Book 1477, Page 13 MCR.

Objective Analysis:

The subject request involves a Re-Plat of Lot 3 of Prasada Phase 1B North. The subject Re-Plat will make minor corrections to the plat and facilitate the reconfiguration of a segment of the Sarival Avenue alignment. This requests runs concurrently with a Map of Dedication for Sarival Avenue being processed under case FS20-088, also on this agenda.

Policy Compliant:

The requested Re-Plat is consistent with the Prasada PAD and advances the goals and policies of the General Plan.

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

1. 00 FS20-077 Prasada Phase 1B North Lot 3 Amended Re-Plat 10-06-20 CC Staff Report
 2. 01 FS20-077 Prasada Phase 1B North Lot 3 Amended Re-Plat Vicinity Map
 3. 02 FS20-077 Prasada Phase 1B North Lot 3 Amended Re-Plat Case Map
 4. 03 FS20-077 Prasada Phase 1B North Lot 3 Amended Re-Plat 20-08-31
 5. 04 FS20-077 Prasada Phase 1B North Lot 3 Amended Re-Plat Luke AFB Comments
 6. 05 FS20-077 Prasada Phase 1B North Lot 3 Amended Re-Plat Presentation
-

RE-PLAT

REPORT TO THE CITY COUNCIL

Case: FS20-077
Project Name: Prasada Phase 1B North Lot 3 Amended Re-Plat
Council District: 3 - Mesquite
City Council Date: October 6, 2020
Planner: Robert H. Kuhfuss, AICP

Owner: Westcor Surprise RSC, LLC and COSTCO Wholesale Corporation
Applicant: Olsson
Request: Amended Re-Plat of Prasada Phase 1B North, Lot 3
Site Location: Generally located south of Waddell Road and east of Loop 303
Site Size: 120.288 acres (approx.)
Density: N/A
General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035
Support/Opposition: None known

Findings:

- The proposed Re-Plat is consistent with the Prasada PAD.
- The proposed Re-Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions: **Approval** of the requested Re-Plat will make minor corrections to the plat and facilitate an adjustment to the Sarival Avenue alignment.

Denial of the requested Re-Plat will allow the minor deficiencies to go uncorrected and will inhibit the adjustment to the Sarival Avenue alignment.

44 **Additional Information:**

45

46 The subject request involves a Re-Plat of Lot 3 of Prasada Phase 1B North. The subject Re-Plat will
47 serve to make minor corrections to the previously recorded plat while facilitating minor
48 adjustments to the Sarival Avenue right-of-way.

49

50 **Attachments:**

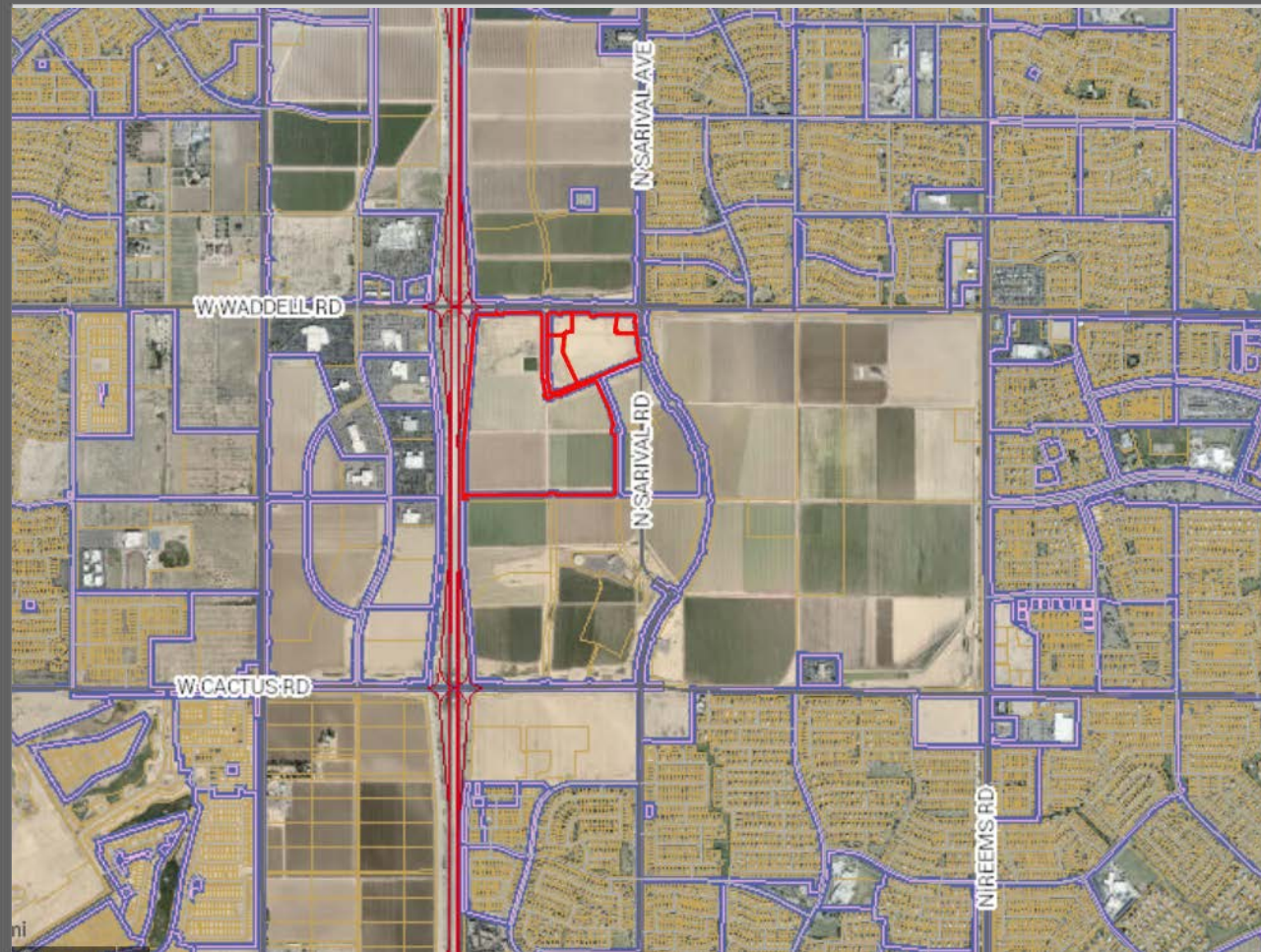
51

52 01 Vicinity Map

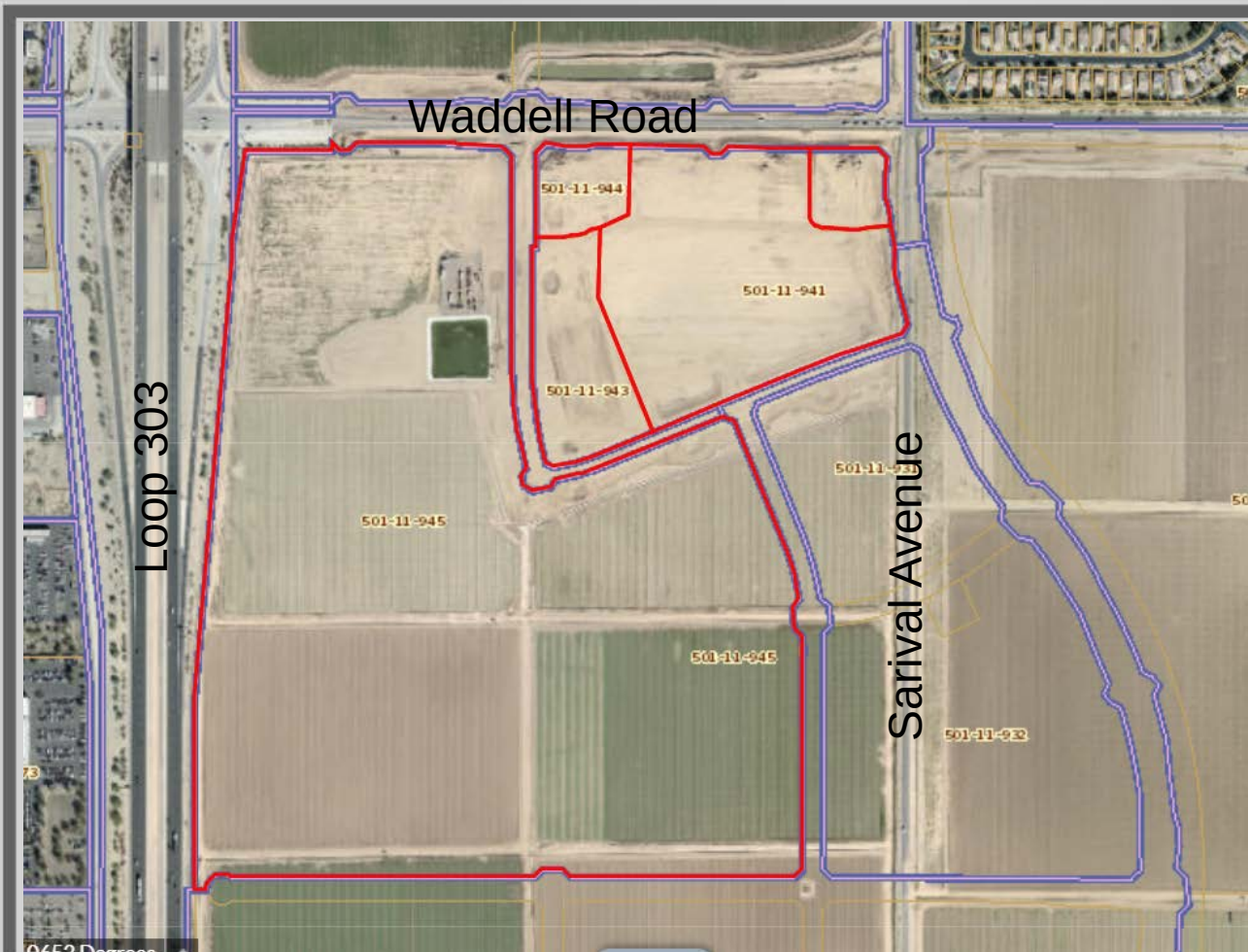
53 02 Case Map

54 03 Final Plat

55 04 Luke AFB comments



FS20-077 Vicinity Map



FS20-077 Case Map

AMENDED REPLAT OF LOT 3

"REPLAT OF LOT 3, PRASADA PHASE 1B NORTH", BOOK 1477 OF MAPS, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN NORTHEAST QUARTER OF SECTION 13, T3N, R2W, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, T3N, R1W, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

OWNER - LOTS 2, 3, 4 & 5

WESTCOR SURPRISE RSC LLC
11411 N TATUM BLVD
PHOENIX, ARIZONA 85028
PHONE: (480) 556-7741
CONTACT: SCOTT WAGNER

OWNER - LOT 1

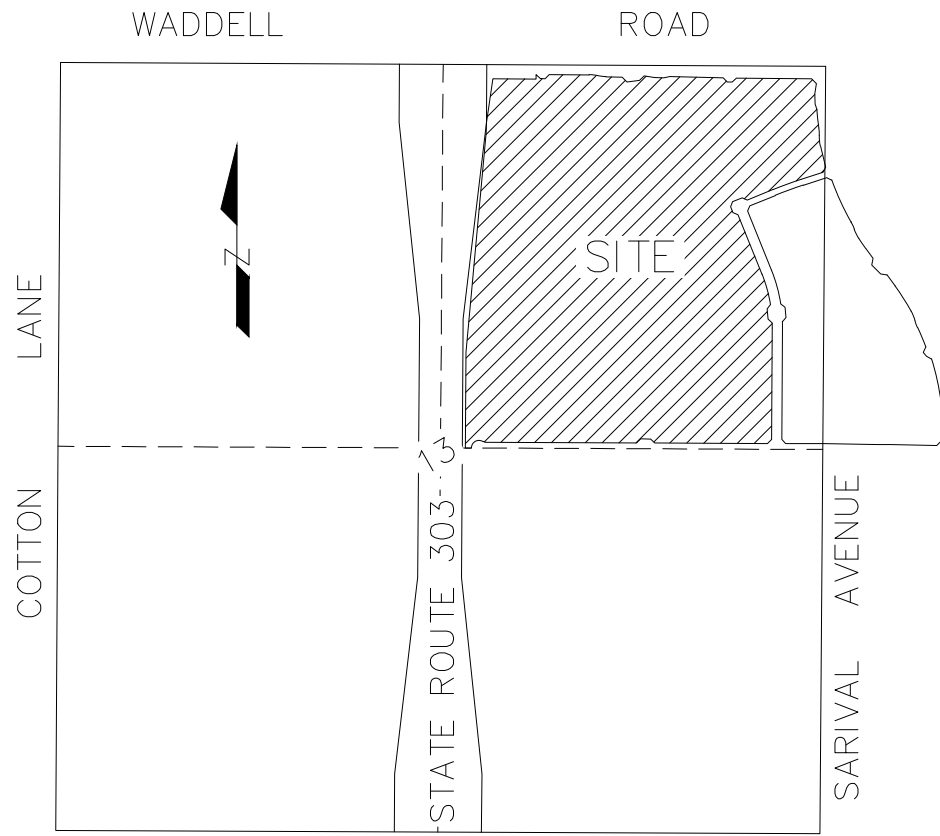
COSTCO WHOLESALE CORPORATION
999 LAKE DR
ISSAQUAH, WASHINGTON 98027
PHONE:
CONTACT:

SURVEYOR

OLSSON
7878 N 16TH STREET, STE 105
PHOENIX, AZ 85020
PHONE: (602) 748-1000
CONTACT: GENE C. HARRISON II, RLS

SURVEYOR'S NOTE

1. LEGAL DESCRIPTION, BASIS OF BEARING, FLOOD ZONE, INTERGOVERNMENTAL AGREEMENT, PUBLIC NOTICE, RELEASE OF LIABILITY, DEVELOPMENT AGREEMENT, PLAT NOTES AND ADDITIONAL SURVEY NOTES ARE LOCATED ON SHEET 2.



SECTION 13, T3N, R2W

VICINITY MAP

NTS

LOT AREA TABLE		
LOT	SQUARE FEET ±	ACRES ±
1	712565	16.358
2	73692	1.692
3	223444	5.130
4	93191	2.139
5	4021078	92.311
TOTAL	5123969	117.630

R/W AREA TABLE		
STREET	SQUARE FEET ±	ACRES ±
W. ALEXANDRIA WAY	27311	0.627
N. PRASADA PKWY	88463	2.031
TOTAL	115774	2.658

APPROVALS

DATA ON THIS PLAT REVIEWED AND APPROVED THIS ____ DAY OF _____, 20____.

CITY ENGINEER

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA,

THIS ____ DAY OF _____, 20____.

MAYOR

ATTEST:

CITY CLERK

DATE

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF NOVEMBER 2019, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WERE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED. THE BOUNDARY SURVEY, AS SHOWN ON THIS PLAT, MEETS THE ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS.

JONATHAN PITTMANN
REGISTERED LAND SURVEYOR
ARIZONA REG. NO. 48008
7878 N 16TH STREET, STE 210
PHOENIX, AZ 85020

DEDICATION (CONTINUED)

WESTCOR SURPRISE RSC LLC ("GRANTOR") AND COSTCO WHOLESALE CORPORATION ("GRANTOR") HEREBY GRANT TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AN AVIGATION EASEMENT OVER AND ACROSS THE PROPERTY SHOWN ON THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER SUCH PROPERTY, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL, LUBRICANT, PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

THE EASEMENTS GRANTED WITHIN THIS PLAT ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON GRANTORS AND THEIR HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER.

WESTCOR SURPRISE RSC LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: WESTCOR 303 RSC LLC,
AN ARIZONA LIMITED LIABILITY COMPANY,
ITS MANAGING MEMBER

BY: WESTCOR COMPANY II LIMITED PARTNERSHIP,
AN ARIZONA LIMITED PARTNERSHIP,
ITS MANAGING MEMBER

BY: MACERICH TWC II CORP.,
A DELAWARE CORPORATION,
ITS GENERAL PARTNER

BY: _____ DATE: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED,

PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES:

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER.

COSTCO WHOLESALE CORPORATION, A WASHINGTON CORPORATION

BY: ITS MANAGING MEMBER

BY: _____ DATE: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED,

PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES:

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WESTCOR SURPRISE RSC LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") AND COSTCO WHOLESALE CORPORATION, A WASHINGTON CORPORATION ("OWNER"), HAS SUBDIVIDED UNDER THE NAME "AMENDED REPLAT OF LOT 3" OF A REPLAT LOT 3 ACCORDING TO BOOK 1477, PAGE 13, BEING LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, COUNTY OF MARICOPA, STATE OF ARIZONA, AS SHOWN AND PLATTED HEREON, AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "REPLAT OF LOT 3" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT.

WESTCOR SURPRISE RSC LLC ("GRANTOR") AND COSTCO WHOLESALE CORPORATION ("GRANTOR") HEREBY GRANT TO THE CITY OF SURPRISE A PERPETUAL EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS, AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR TRASH COLLECTION VEHICLES.

WESTCOR SURPRISE RSC LLC ("GRANTOR") AND COSTCO WHOLESALE CORPORATION ("GRANTOR") HEREBY GRANT TO THE CITY OF SURPRISE ("CITY"), SUBJECT TO THE RESTRICTIONS SET FORTH BELOW, PERPETUAL USE OF A NON-EXCLUSIVE EASEMENT (THE "MUNICIPAL USE EASEMENT") OVER THOSE PORTIONS OF THE PRASADA PROJECT SHOWN ON THIS PLAT AS "MUE" (THE "MUNICIPAL USE EASEMENT AREAS") TO CONSTRUCT, INSTALL, MAINTAIN, REPAIR AND/OR REPLACE CERTAIN IMPROVEMENTS AND INFRASTRUCTURE FACILITIES ("MUNICIPAL USE FACILITIES"), INCLUDING, WITHOUT LIMITATION, PUBLIC AND PRIVATE UTILITIES AND REQUIRED ABOVE GROUND APPURTENANCES (E.G., CABINETS, TRANSFORMERS, PADS, PEDESTALS, SWITCH GEAR, ETC.), CONDUITS, SLEEVES, STUBS, METERS, PULL BOXES, TRAFFIC CONTROL DEVICES, DRAINAGE, RETENTION, PATHS, TRAILS, SIDEWALKS, HARDSCAPE, LANDSCAPE, IRRIGATION, CURBS, GUTTERS, BUS BAYS, DECELERATION LANES, RIGHT TURN LANES, DRIVEWAY ENTRANCES, STREET SIGNAGE, TRAFFIC SIGNALS, PROJECT SIGNAGE (PUBLIC AND PRIVATE), MONUMENTATION, SCREEN WALLS AND ENTRY FEATURES (IN ACCORDANCE WITH THE PRASADA GATEWAY VILLAGE ("PGV") COMMERCIAL DESIGN GUIDELINES). THE MUNICIPAL USE EASEMENT ALSO INCLUDES INGRESS AND EGRESS TO AND FROM THE MUNICIPAL USE EASEMENT AREAS IN ORDER TO CONSTRUCT, INSTALL, MAINTAIN, REPAIR AND REPLACE ALL MUNICIPAL USE FACILITIES AS MAY FROM TIME TO TIME BE LOCATED WITHIN THE MUNICIPAL USE EASEMENT AREAS. THE MUNICIPAL USE EASEMENT IS FOR THE BENEFIT OF, AND THE TERM "GRANTEE" SHALL INCLUDE, THE CITY AND ALL PUBLIC UTILITY PROVIDERS AND OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITIES TO WHICH THE CITY GRANTS RIGHTS WITHIN THE MUNICIPAL USE EASEMENT AREAS.

WESTCOR SURPRISE RSC LLC ("GRANTOR") AND COSTCO WHOLESALE CORPORATION ("GRANTOR") HEREBY GRANT TO THE CITY OF SURPRISE ("CITY"), SUBJECT TO THE RESTRICTIONS SET FORTH BELOW, PERPETUAL USE OF A NON-EXCLUSIVE EASEMENT (THE "REGIONAL DRAINAGE EASEMENT") OVER THOSE PORTIONS OF THE PRASADA PROJECT SHOWN ON THIS PLAT AS "RDE" (THE "REGIONAL DRAINAGE EASEMENT AREAS") TO CONSTRUCT, INSTALL, MAINTAIN, REPAIR AND/OR REPLACE DRAINAGE AND RETENTION FACILITIES AND OTHER RELATED PUBLIC IMPROVEMENTS ("REGIONAL DRAINAGE FACILITIES"). THE REGIONAL DRAINAGE EASEMENT ALSO INCLUDES INGRESS AND EGRESS TO AND FROM THE REGIONAL DRAINAGE EASEMENT AREAS IN ORDER TO CONSTRUCT, INSTALL, MAINTAIN, REPAIR AND REPLACE ALL REGIONAL DRAINAGE FACILITIES AS MAY FROM TIME TO TIME BE LOCATED WITHIN THE REGIONAL DRAINAGE EASEMENT AREAS. THE REGIONAL DRAINAGE EASEMENT IS FOR THE BENEFIT OF, AND THE TERM "GRANTEE" SHALL INCLUDE, THE CITY AND ALL PUBLIC UTILITY PROVIDERS AND OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITIES TO WHICH THE CITY GRANTS RIGHTS WITHIN THE REGIONAL DRAINAGE EASEMENT AREAS.

THE MUNICIPAL USE EASEMENT AND THE REGIONAL DRAINAGE EASEMENT SHALL NOT IMPAIR GRANTOR'S RIGHT TO USE THE MUNICIPAL USE EASEMENT AREAS AND THE REGIONAL DRAINAGE EASEMENT AREAS OR TO GRANT TO OTHERS THE RIGHT TO USE THE MUNICIPAL USE EASEMENT AREAS AND THE REGIONAL DRAINAGE EASEMENT AREAS, PROVIDED THAT ANY SUCH USE DOES NOT UNREASONABLY INTERFERE WITH ANY GRANTEE'S ENJOYMENT OF THE MUNICIPAL USE EASEMENT OR THE REGIONAL DRAINAGE EASEMENT GRANTED HEREBY.

OWNERS HEREBY GRANT TO THE ULTIMATE OWNER OF EACH PARCEL CREATED BY THIS PLAT AN EASEMENT OVER, UPON AND ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS TO EACH PARCEL CREATED BY THIS PLAT.

OWNERS HEREBY GRANT TO THE CITY OF SURPRISE A PERPETUAL CROSS ACCESS EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS DRAINAGE BASINS AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.

ALL OF THE PROVISIONS SET FORTH HEREIN, INCLUDING THE MUNICIPAL USE EASEMENT AND THE REGIONAL DRAINAGE EASEMENT GRANTED HEREBY, SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF GRANTORS, GRANTEE, WATER GRANTEE AND THEIR RESPECTIVE TRANSFEREES, SUCCESSORS AND ASSIGNS.

ADMINISTRATION AND MAINTENANCE OF THE MUNICIPAL USE EASEMENT AND THE REGIONAL DRAINAGE EASEMENT RESIDE WITH GRANTORS OR THEIR SUCCESSORS, ASSIGNEES AND DESIGNEES.

WESTCOR SURPRISE RSC LLC ("GRANTOR") AND COSTCO WHOLESALE CORPORATION ("GRANTOR") HEREBY GRANT TO THE CITY OF SURPRISE A 20' PUBLIC SEWER EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS, AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE, SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY FORMAL COUNCIL ACTION.

USER: emorton

DWG: F:\2018\3501-4000\018-3610\40-DESIGN\SURVEY\SRVY\AMENDED PLAT\SRVY REPLAT_AMENDED_0183610.dwg
DATE: Aug 31, 2020 4:01pm
XREFS: MARK_MACHEN_US_AZ SRVY_BASE_0183610_RV3

olsson

7878 North 16th Street, Suite 210
Phoenix, AZ 85020-5282

TEL 602.748.1000

www.olsson.com

REVISIONS DESCRIPTION

DATE

REV. NO.

AMENDED REPLAT OF LOT 3
"REPLAT OF LOT 3, PRASADA PHASE 1B NORTH", BOOK 1477 OF MAPS, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN NORTHEAST QUARTER OF SECTION 13, T3N, R2W, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, T3N, R1W, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

SURPRISE, ARIZONA

2020

drawn by: _____ GPT
designed by: _____
checked by: _____ GCH
project no.: 018-3610
date: 06/11/2020

SHEET

1 of 6

CASE NUMBER FS20-077

"REPLAT OF LOT 3, PRASADA PHASE 1B NORTH", BOOK 1477 OF MAPS,
PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN
NORTHEAST QUARTER OF SECTION 13, T3N, R2W, AND A PORTION OF THE
NORTHWEST QUARTER OF SECTION 18, T3N, R1W, GLA AND SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

LOTS 1 THRU 5 OF A REPLAT OF LOT 3, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1477 OF MAPS, PAGE 13.

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA. SAID LINE BEARING S89°42'19"E AS MEASURED AND S89°42'33"E AS TAKEN FROM GDACS, RECORDED IN BOOK 661, PAGE 18, MARICOPA COUNTY RECORDS.

THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING A FLOOD ZONE DESIGNATION 'ZONE X', BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP (FIRM) NO. 04013C1660L, WITH AN REVISION DATE OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, SURPRISE, ARIZONA. ZONE X BEING DEFINED AS: AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

THE CITY OF SURPRISE ("CITY") AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 8, 1997 AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON APRIL 9, 1997 UNDER DOCKET NO. 97-0231759 ("IGA"). CITY AND MWD HAVE FACILITIES AND PROPERTY INTERESTS DESCRIBED AND DELINEATED WITHIN CERTAIN SUBDIVISION PLATS OR, FOR LANDS NOT INCLUDED IN SUBDIVISIONS, WITHIN DECLARATIONS OF TURF LANDS OR DECLARATIONS OF URBANIZED AREA, THAT HAVE PRIOR AND SUPERIOR RIGHTS TO THE UTILITY SERVICE PROVIDERS, AS DEFINED IN THE IGA. THE IGA PROVIDES FOR THE CITY TO HAVE A PUBLIC UTILITY EASEMENT WITHIN CERTAIN MWD PROPERTY INTERESTS AND FOR MWD TO HAVE AN EASEMENT WITHIN CITY'S PUBLIC RIGHTS-OF-WAY. CITY AND MWD RIGHTS WITHIN THESE EASEMENTS ARE SUBJECT TO AND CONTROLLED BY THE TERMS AND CONDITIONS OF THE IGA.

IN LOCATIONS WHERE APPLICABLE, INCLUDING AND ALL DEDICATIONS WITHIN A SUBDIVISION PLAT, MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND PROPERTY INTERESTS, SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE IGA.

CITY SHALL HAVE THE RIGHT TO AUTHORIZE AND CONTROL THE UTILITY SERVICE PROVIDERS' USE AND OCCUPANCY OF THESE EASEMENTS. CITY REQUIRES THAT UTILITY SERVICE PROVIDERS CONSENT TO BE BOUND BY THIS IGA PRIOR TO THE USE OR OCCUPANCY OF THE EASEMENTS GRANTED UNDER THE IGA. SUCH USE OR OCCUPANCY OF THE EASEMENTS CONSTITUTES CONSENT OF THE UTILITY SERVICE PROVIDERS TO BE BOUND BY THIS IGA.

THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. A MAP DEPICTING THE MOST CURRENT ADOPTED MAG NOISE CONTOURS IN RELATION TO THIS PLAT SHALL BE DISPLAYED IN ALL SALES OFFICES. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.



TESTCOR SURPRISE RS LLC, ("OWNER") AND COSTCO WHOLESALE CORPORATION ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND ITS AUXILIARY FIELDS. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGES OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

WESTCOR, SURPRISE RSC LLC, ("OWNER") AND COSTCO WHOLESALE CORPORATION ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.

1. PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
2. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
3. NO ON-SITE GRADING OR EXCAVATING SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
4. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, PARKS AND PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BACK OF CURB, SHALL BE THE RESPONSIBILITY OF THE GRANTORS OR THEIR SUCCESSORS, ASSIGNEES AND DESIGNEES.
5. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1660L, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

1. THIS SURVEY WAS BASED UPON THE COMMONWEALTH LAND TITLE INSURANCE COMPANY REPORT ORDER NO. 19000177-040-DO, DATED JANUARY 18, 2019.
2. ALL BEARINGS AND DISTANCES REPORTED ON THIS SURVEY ARE MEASURED TO THE MONUMENTS FOUND OR SET AS SHOWN, UNLESS OTHERWISE NOTED.
3. ALL CORNERS SHOWN WILL HAVE MONUMENTS SET AT THE TIME OF APPROVAL OF THIS PLAT.
4. NO DOCUMENTATION WAS FOUND OR PROVIDED THAT CALLS FOR THE ABANDONING OF THE EXISTING PAVED SARIVAL AVENUE ALONG THE EAST LINE OF SECTION 13, T3N, R2W, G&SRM, FROM WADDELL ROAD TO CACTUS ROAD.

LANDOWNER HAS ENTERED INTO A PRASADA PHASE 1B DEVELOPMENT AGREEMENT DATED OCTOBER 8, 2007 (AGREEMENT) WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON OCTOBER 9, 2007, AT THE MARICOPA COUNTY RECORDER'S OFFICE AT DOCKET #2007-1103870. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT. THE AGREEMENT AND THIS PLAT, INCLUDING ANY AND ALL DEDICATIONS THEREIN, HEREBY PRESERVE MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS. AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, THEY ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENT IS ON FILE AT THE OFFICES OF LANDOWNER AT 5 TRIAD CENTER, SUITE 325, SALT LAKE CITY, UT 84180, AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 9, UPON REASONABLE REQUEST.

MARICOPA COUNTY MUNICIPAL WATER
CONSERVATION DISTRICT NUMBER ONE, A
POLITICAL SUBDIVISION OF THE STATE OF
ARIZONA ("MWD")

ATTEST:

BY: CHRISTINE CAIN

BY: GLEN VORTHERMS

ITS: PROPERTY AND CONTRACTS MANAGER

ITS: ASSISTANT SECRETARY

WESTCOR SURPRISE RSC, LLC. AN
ARIZONA LIMITED LIABILITY COMPANY

ATTEST:

BY: GARRETT NEWLAND

MORGAN JENNINGS

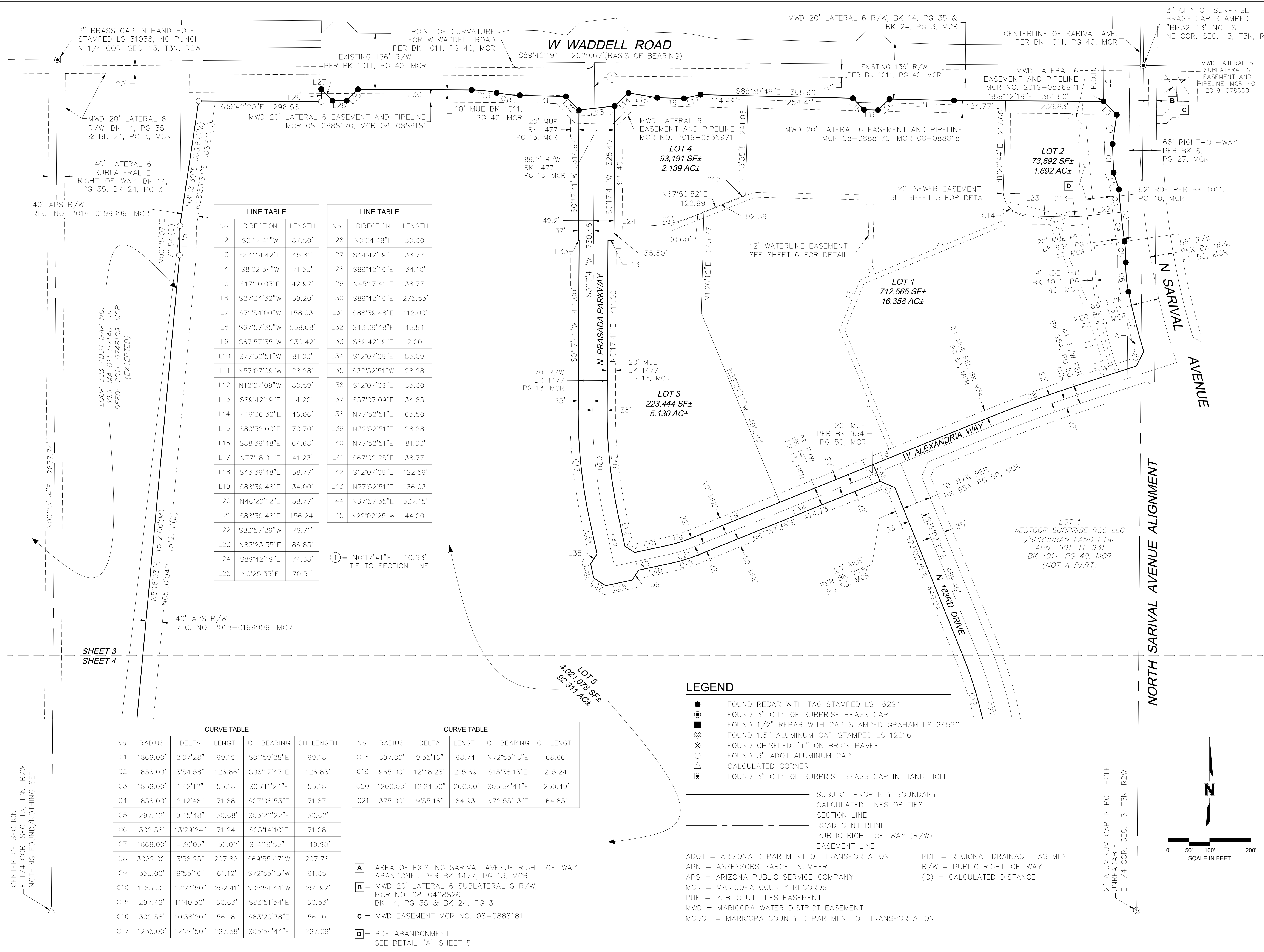
COSTCO WHOLESALE CORPORATION, A
WASHINGTON CORPORATION

ATTEST:

BY: GAIL TSUBOI

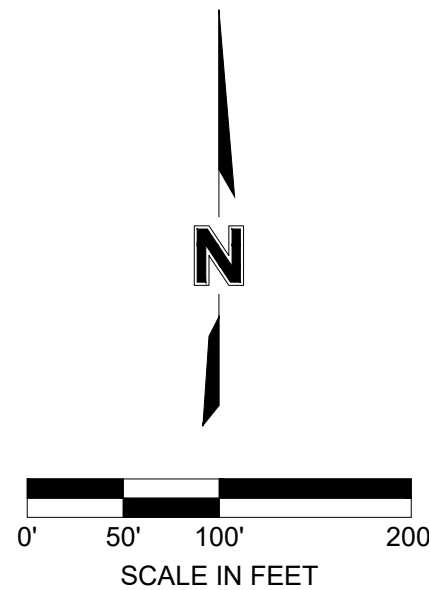
BY: _____

AMENDED REPLAT OF LOT 3

[illegible]

"REPLAT OF LOT 3, PRASADA PHASE 1B NORTH", BOOK 1477 OF MAPS, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN NORTHEAST QUARTER OF SECTION 13, T3N, R2W, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, T3N, R1W, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

●	FOUND 3" MCDOT BRASS CAP STAMPED LS 12216	R/W = PUBLIC RIGHT-OF-WAY
■	FOUND 1/2" REBAR WITH CAP STAMPED GRAHAM LS 24520	RDE = REGIONAL DRAINAGE EASEMENT
◎	FOUND 1.5" ALUMINUM CAP STAMPED LS 12216	PUE = PUBLIC UTILITIES EASEMENT
⊗	FOUND CHISELED "+" ON BRICK PAVER	MCR = MARICOPA COUNTY RECORDS
○	FOUND 3" ADOT ALUMINUM CAP	MCDOT = MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
△	CALCULATED CORNER	ADOT = ARIZONA DEPARTMENT OF TRANSPORTATION
⊠	BRASS CAP IN HAND HOLE	APN = ASSESSORS PARCEL NUMBER
_____	SUBJECT PROPERTY BOUNDARY	APS = ARIZONA PUBLIC SERVICE COMPANY
_____	CALCULATED LINES OR TIES	(C) = CALCULATED DISTANCE
_____	SECTION LINE	
_____	ROAD CENTERLINE	
-----	PUBLIC RIGHT-OF-WAY (R/W)	
-----	EASEMENT LINE	



LINE TABLE		
No.	DIRECTION	LENGTH
L49	S37°47'32"W	40.12'
L50	S5°36'04"E	70.00'
L51	S48°23'26"E	39.97'
L52	N44°42'35"W	38.81'
L53	N89°50'34"W	70.00'
L54	S45°17'25"W	38.74'

CURVE TABLE					
No.	RADIUS	DELTA	LENGTH	CH BEARING	CH LENGTH
C26	1000.00'	22°29'13"	392.47'	S10°47'48"E	389.96'
C27	1000.00'	16°38'14"	290.38'	S13°43'18"E	289.36'
C28	1000.00'	5°50'59"	102.10'	S02°28'41"E	102.05'

DWG: F:\2018\3501-4000\018-3610\40-DESIGN\SURVEY\SURVY\AMENDED PLAT\SURVY_REPLAT_AMENDED_0183610.dwg
DATE: Aug 31, 2020 4:01pm XREFS: MARK_MACHEN_LS_AZ SURVY_BASE_0183610_RV3
USER: emorton

AMENDED REPLAT OF LOT 3

"REPLAT OF LOT 3, PRASADA PHASE 1B NORTH", BOOK 1477 OF MAPS, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, T3N, R2W, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, T3N, R1W, GLA AND SALT RIVER MERIDIAN; MARICOPA COUNTY, ARIZONA

REVISIONS DESCRIPTION

REV. DATE

AMENDED REPLAT OF LOT 3

drawn by: _____ GPT
designed by: _____
checked by: _____ GCH
project no.: 018-3610
date: 06/11/2020

SHEET
4 of 6

SURPRISE, ARIZONA

REVISIONS

2020

[illegible]

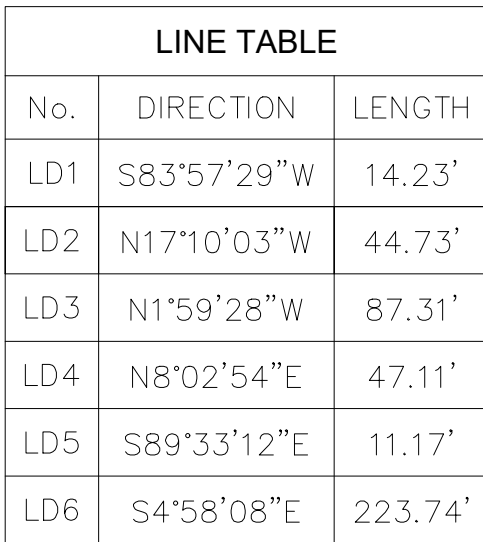
olsson

7878 North 16th Street, Suite 105
Phoenix, AZ 85020-5282

TEL 602.748.1000

www.olsson.com

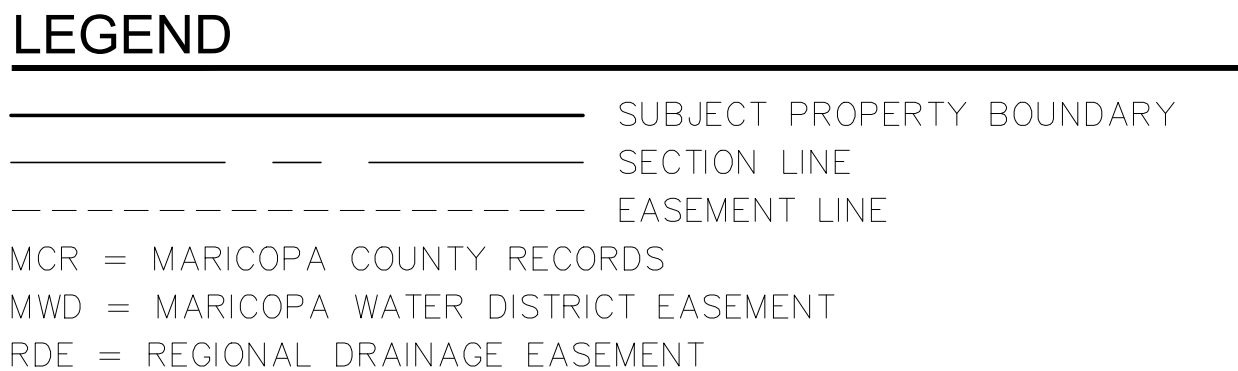
"REPLAT OF LOT 3, PRASADA PHASE 1B NORTH", BOOK 1477 OF MAPS, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN NORTHEAST QUARTER OF SECTION 13, T3N, R2W, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, T3N, R1W, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



CURVE TABLE					
No.	RADIUS	DELTA	LENGTH	CH BEARING	CH LENGTH
CD1	500.00'	0°15'44"	2.29'	S84°05'21"W	2.29'
CD2	1938.00'	01°25'40"	48.30'	N05°19'14"W	48.30'

LINE TABLE		
No.	DIRECTION	LENGTH
SE1	S1°22'44"W	30.01'
SE2	S89°42'19"E	12.45'
SE3	N83°56'59"E	35.34'
SE4	S83°57'29"W	38.86'
SE5	N76°42'05"W	175.32'
SE6	S89°42'19"E	7.55'

CURVE TABLE					
No.	RADIUS	DELTA	LENGTH	CH BEARING	CH LENGTH
SEC1	1938.00'	3°38'26"	123.14'	S06°26'03"E	123.12'



AMENDED REPLAT OF LOT 3

"REPLAT OF LOT 3, PRASADA PHASE 1B NORTH", BOOK 1477 OF MAPS, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN NORTHEAST QUARTER OF SECTION 13, T3N, R2W, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, T3N, R1W, GLA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

2020

SURPRISE, ARIZONA

drawn by: _____

designed by: _____

checked by: _____

project no.: _____

date: _____

GPT

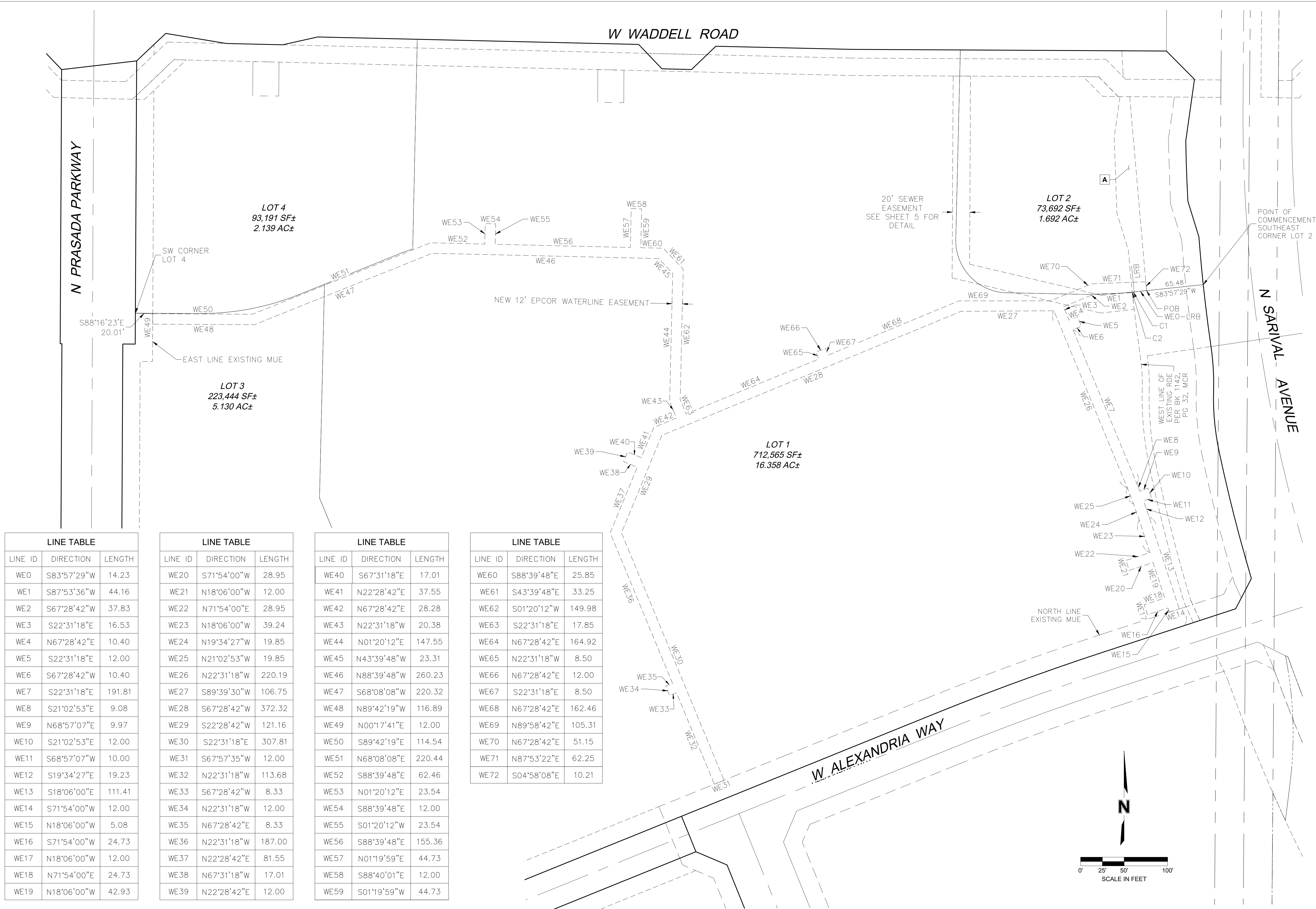
OCH

018-3610

06/11/2020

SHEET

5 of 6



LINE TABLE		
LINE ID	DIRECTION	LENGTH
WE0	S83°57'29"W	14.23
WE1	S87°53'36"W	44.16
WE2	S67°28'42"W	37.83
WE3	S22°31'18"E	16.53
WE4	N67°28'42"E	10.40
WE5	S22°31'18"E	12.00
WE6	S67°28'42"W	10.40
WE7	S22°31'18"E	191.81
WE8	S21°02'53"E	9.08
WE9	N68°57'07"E	9.97
WE10	S21°02'53"E	12.00
WE11	S68°57'07"W	10.00
WE12	S19°34'27"E	19.23
WE13	S18°06'00"E	111.41
WE14	S71°54'00"W	12.00
WE15	N18°06'00"W	5.08
WE16	S71°54'00"W	24.73
WE17	N18°06'00"W	12.00
WE18	N71°54'00"E	24.73
WE19	N18°06'00"W	42.93

LINE TABLE		
LINE ID	DIRECTION	LENGTH
WE20	S71°54'00"W	28.95
WE21	N18°06'00"W	12.00
WE22	N71°54'00"E	28.95
WE23	N18°06'00"W	39.24
WE24	N19°34'27"W	19.85
WE25	N21°02'53"W	19.85
WE26	N22°31'18"W	220.19
WE27	S89°39'30"W	106.75
WE28	S67°28'42"W	372.32
WE29	S22°28'42"W	121.16
WE30	S22°31'18"E	307.81
WE31	S67°57'35"W	12.00
WE32	N22°31'18"W	113.68
WE33	S67°28'42"W	8.33
WE34	N22°31'18"W	12.00
WE35	N67°28'42"E	8.33
WE36	N22°31'18"W	187.00
WE37	N22°28'42"E	81.55
WE38	N67°31'18"W	17.01
WE39	N22°28'42"E	12.00

LINE TABLE		
LINE ID	DIRECTION	LENGTH
WE40	S67°31'18"E	17.01
WE41	N22°28'42"E	37.55
WE42	N67°28'42"E	28.28
WE43	N22°31'18"W	20.38
WE44	N01°20'12"E	147.55
WE45	N43°39'48"W	23.31
WE46	N88°39'48"W	260.23
WE47	S68°08'08"W	220.32
WE48	N89°42'19"W	116.89
WE49	N00°17'41"E	12.00
WE50	S89°42'19"E	114.54
WE51	N68°08'08"E	220.44
WE52	S88°39'48"E	62.46
WE53	N01°20'12"E	23.54
WE54	S88°39'48"E	12.00
WE55	S01°20'12"W	23.54
WE56	S88°39'48"E	155.36
WE57	N01°19'59"E	44.73
WE58	S88°40'01"E	12.00
WE59	S01°19'59"W	44.73

LINE TABLE		
LINE ID	DIRECTION	LENGTH
WE60	S88°39'48"E	25.85
WE61	S43°39'48"E	33.25
WE62	S01°20'12"W	149.98
WE63	S22°31'18"E	17.85
WE64	N67°28'42"E	164.92
WE65	N22°31'18"W	8.50
WE66	N67°28'42"E	12.00
WE67	S22°31'18"E	8.50
WE68	N67°28'42"E	162.46
WE69	N89°58'42"E	105.31
WE70	N67°28'42"E	51.15
WE71	N87°53'22"E	62.25
WE72	S04°58'08"E	10.21

CURVE TABLE						
CURVE ID	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH	LRB
C1	500.00	0°15'44"	2.29	S84°05'21"W	2.29	N06°02'31"W
C2	1938.00	0°01'12"	0.68	S06°03'06"E	0.68	N83°57'29"E

LEGEND

RDE = REGIONAL DRAINAGE EASEMENT
MUE = MUNICIPAL USE EASEMENT
LRB = LOCAL RADIAL BEARING
A = RDE ABANDONMENT
SEE DETAIL "A" SHEET 5

MUE = MUNICIPAL USE EASEMENT

LRB = LOCAL RADIAL BEARING

A = RDE ABANDONMENT

SEE DETAIL "A" SHEET 5

[illegible]

AMENDED REPLAT OF LOT 3

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UPRISE, ARIZONA

202

drawn by: _____ GPT
designed by: _____
checked by: _____ GCH
project no.: _____ 018-3610
date: _____ 06/11/2020

checked by: GCH

project no.: 018-3610

date: 06/11/2020

SHEET

SHEET
6 of 6

Olsson

7878 North 16th Street, Suite 105
Phoenix, AZ 85020-5282
TEL 602.748.1000
www.dlsson.com

TEL 602.748.1000

TEL 602.748.1000

www.olsson.com

From: CHRISTIANSON, REGGIE A GS-12 USAF AETC 56 FW/CVE <reggie.christianson.1@us.af.mil>
Sent: Friday, January 31, 2020 4:20 PM
To: Lorraine Nevarez <Lorraine.Nevarez@surpriseaz.gov>
Cc: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>
Subject: RE: FS20-077 Prasada Lot 3 Phase 1B - New Submittal

Lorraine,

Thank you for the opportunity to provide comments on the Replat of Prasada Lot 3 Phase 1B Project. The site is located on 120 acres located at the southwest corner of Waddell Rd and Sarival Ave in Surprise, AZ. The application is for revisions to the plat that do not change the concept, layout or aesthetics of the development of this area of land. The revisions to the plat include changes to legal language, signatures and other minor items. The site is approximately 2 miles outside the Luke AFB 1988 JLUS 65 Ldn, "high noise or accident potential zone" as identified by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

This project was previously commented on and these minor changes will not affect our previous input. As described, this project will not negatively impact the flying operations at Luke AFB. Since the site will be located within the "territory in the vicinity of a military airport," it will be subjected to approximately 170 over flights per day. We also recommend a strong notification program on the part of the applicant to inform any potential tenants about Luke AFB operations.

Respectfully,
Reg

Reggie A Christianson

Strategic Planning Manager, Community Initiatives Team
Luke AFB AZ 85309
Office: 623-856-6115
DSN: 896-6115



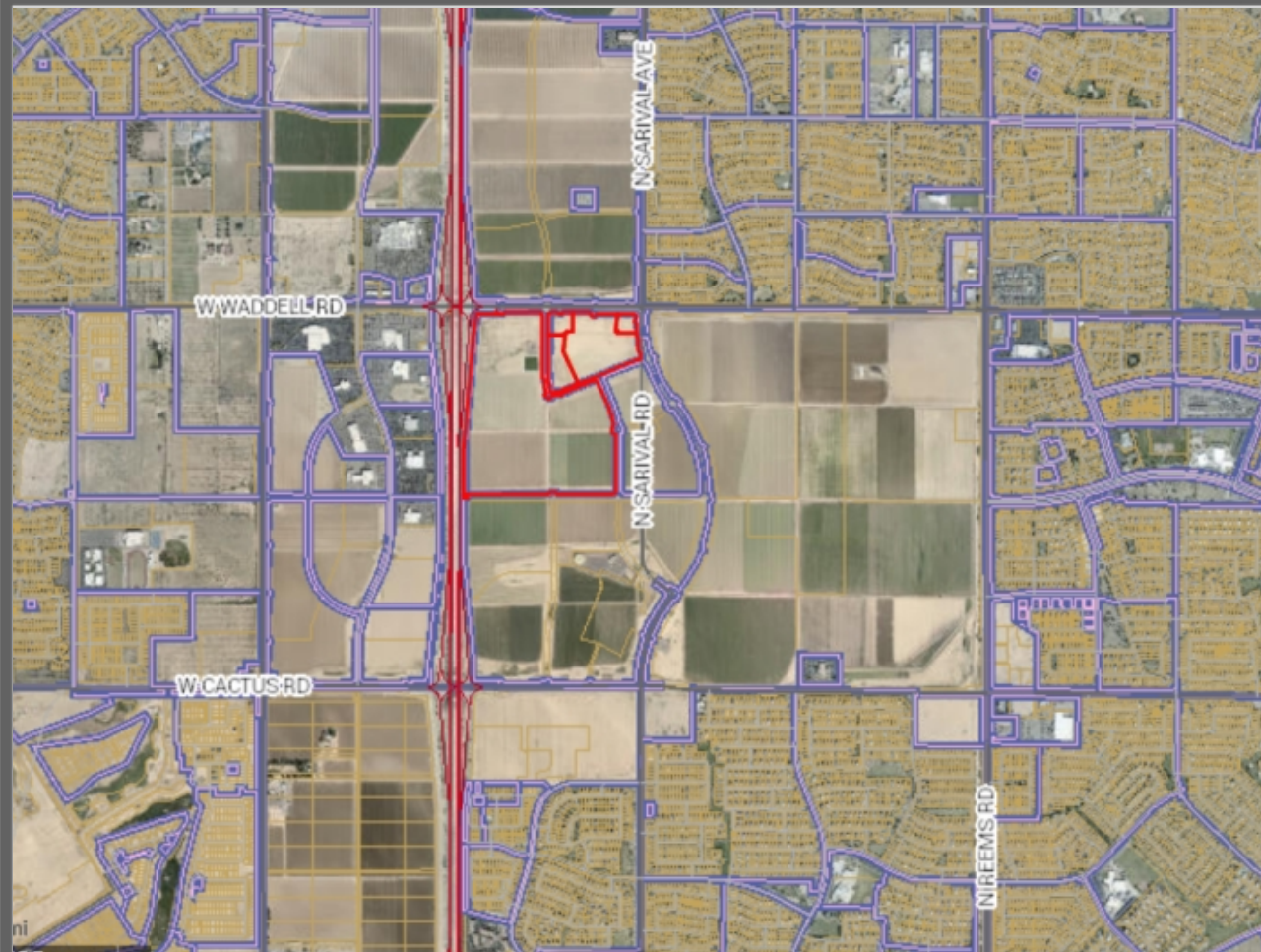
SURPRISE
ARIZONA

City Council

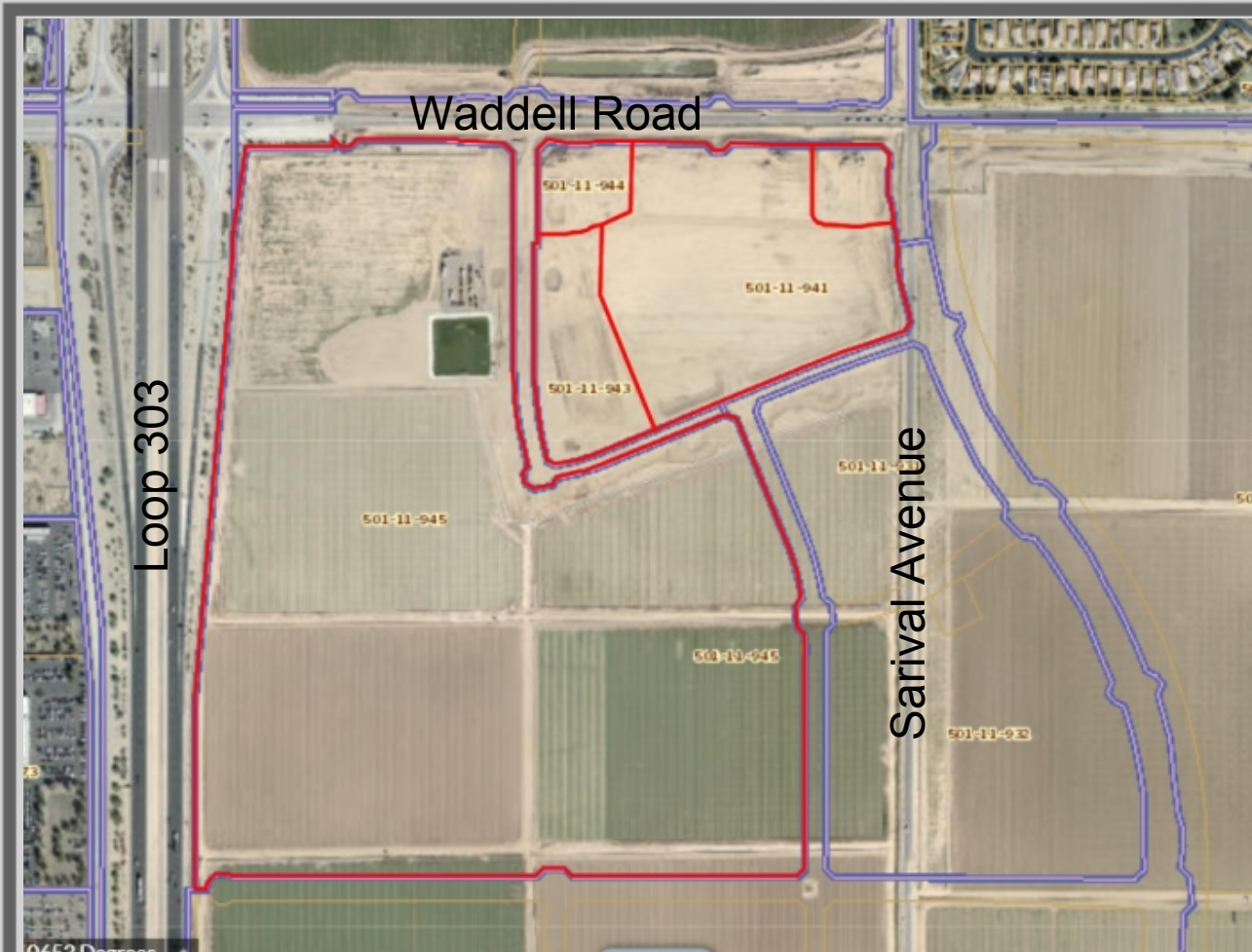
October 06, 2020

Prasada Phase 1B North, Lot 3 Re-Plat

FS20-077



FS20-077 Vicinity Map



FS20-077 Case Map

AMENDED REPLAT OF LOT 3

"THE PLAT OF LOT 3, PRASADIA PHASE 1B NORTH", BOOK 1477 OF MAPS, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE NORTH-EAST QUARTER OF SECTION 13, T34N, R24W, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 16, T34N, R24W, GILA AND SALT RIVER WATERSHED, MARICOPA COUNTY, ARIZONA

DEDICATION (CONTINUED)

WESTCOAST SURPRISE RSC LLC ("GRANTOR") AND COSTCO WHOLESALE CORPORATION ("GRANTOR") HEREBY GRANT TO THE UNITED STATES OF AMERICA (DEPARTMENT OF THE AIR FORCE (USAF)) AN AIRPORT EASEMENT OVER AND ACROSS THE PROPERTY SHOWN ON THIS PLAT AND EVERY LOT AND PARCEL THEREIN WHICH EASEMENT SHALL BE LIMITED TO THE RIGHT OF FLIGHT OF AIRCRAFT OVER SUCH PROPERTY, TOGETHER WITH ITS ATTENDANT ROADS, IRRIGATIONS, RUMBLE, DUST, FUEL, LUBRICANT, PARCELS, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM OR OPERATING AT OR ON LAND AIR FORCE BASE AND AIRPORT FIELDS.

THE EASEMENTS GRANTED WITHIN THIS PLAT ARE PERPETUAL AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON GRANTORS AND THEIR HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OF ANY PARCEL OF LOT THEREOF.

IN WITNESS WHEREOF, OWNER HAS HEREIN CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER.

WESTCOAST SURPRISE RSC LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: WESTCOAST SURPRISE RSC LLC
AN ARIZONA LIMITED LIABILITY COMPANY,
ITS MANAGING MEMBER

BY: WESTCOAST COMPANY'S LIMITED PARTNERSHIP,
AN ARIZONA LIMITED PARTNERSHIP,
ITS MANAGING MEMBER
BY: MACKENZIE TOWN & CO.,
AN ARIZONA CORPORATION,
ITS GENERAL PARTNER

BY: _____ DATE: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF ARIZONA

COUNTY OF MARICOPA

SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED,

PERSONALLY APPEARED _____ AND ACKNOWLEDGED HERSELF HEREBY TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITH AND WHO EXCLUDED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC DATE _____

MY COMMISSION EXPIRES _____

IN WITNESS WHEREOF, OWNER HAS HEREIN CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER.

COSTCO WHOLESALE CORPORATION, A MICHIGAN CORPORATION

BY: ITS MANAGING MEMBER

BY: _____ DATE: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF ARIZONA

COUNTY OF MARICOPA

SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED,

PERSONALLY APPEARED _____ AND ACKNOWLEDGED HERSELF HEREBY TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITH AND WHO EXCLUDED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC DATE _____

MY COMMISSION EXPIRES _____

OWNER - LOTS 2, 3, 4 & 5

WESTCOAST SURPRISE RSC LLC
11419 N TATUM BLVD
PHOENIX, ARIZONA 85028
PHONE: (602) 556-7770
CONTACT: SCOTT BAUGHMAN

OWNER - LOT 1

COSTCO WHOLESALE CORPORATION
208 LAKE DR
ISSAQUAH, WASHINGTON 98027
CONTACT: DENIS C. HARRISON III, RLS

SURVEYOR

CLASH
1618 N 16TH STREET, STE 108
PHOENIX, AZ 85022
PHONE: (602) 743-1000
CONTACT: DENIS C. HARRISON III, RLS

SURVEYOR'S NOTE

1. LEGAL DESCRIPTION, BASIS OF BEARING, FLOOD ZONE, INTERGOVERNMENTAL AGREEMENT, PUBLIC NOTICE, RELEASE OF LIABILITY, DEVELOPMENT AGREEMENT, PLAT NOTES AND ADDITIONAL SURVEY NOTES ARE LOCATED ON SHEET 2.

LOT	SQUARE FEET	ACRES ±
1	710588	0.1630
2	73580	1.682
3	253444	0.5730
4	20781	0.475
5	400076	0.9121
TOTAL	910589	1.7150

STREET	SQUARE FEET	ACRES ±
N ALEXANDRIA WAY	2131	0.047
N WINDY PINE	5845	0.133
TOTAL	11674	0.265

APPROVALS

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 20____.

CITY ENGINEER

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA.

THIS _____ DAY OF _____, 20____.

MAYOR

ATTEST:

CITY CLERK DATE _____

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF NOVEMBER 2019, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR NOT, SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY DETERMINED, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ESTABLISH SAID SURVEY TO BE ACCURATE, THE BOUNDARY SURVEY, AS SHOWN ON THIS PLAT, MEETS THE BOUNDARY SURVEY MINIMUM STANDARDS.

JONATHAN RETEMAN
REGISTERED LAND SURVEYOR
ARIZONA REG. NO. 48308
7818 N 16TH STREET, STE 218
PHOENIX, AZ 85020

olsson

PHOTO BY: JEFFREY L. HARRIS, APRIL 2019
T34N, R24W, S6E

LOT	SQUARE FEET	ACRES ±
1	710588	0.1630
2	73580	1.682
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5	400076	0.9121
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AMENDED REPLAT OF LOT 3
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8 SHEET
1 OF 6

FS20-077 Re-Plat

"REPLAT OF LOT 3, PRASADA PHASE 1B NORTH", BOOK 1477 OF MAPS, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN NORTHEAST QUARTER OF SECTION 13, T3N, R2W, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, T3N, R2W, GLA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LOTS 1 THRU 5 OF A REPLAT OF LOT 3, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1477 OF MAPS, PAGE 13.

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID LINE BEARING S89°42'19"E AS MEASURED AND S89°42'33"E AS TAKEN FROM GDACS, RECORDED IN BOOK 861, PAGE 18, MARICOPA COUNTY RECORDS.

THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING A FLOOD ZONE DESIGNATION "ZONE X", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP (FIRM) NO. 44023CH060, WITH A REVISION DATE OF OCTOBER 18, 2013, FOR COMMUNITY NO. 040203, SUPPINE, ARIZONA. ZONE X BEING DEFINED AS: AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

THE CITY OF SURPRISE ("CITY") AND MARICOPA COUNTY MORAL NATURAL CONSERVATION DISTRICT NUMBER ONE ("MND") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 2, 1997 AND RECORDED IN THE MARICOPA COUNTY RECORDS OFFICE ON APRIL 8, 1997 UNDER BOOK 16666 PAGE 10 ("AGREEMENT"). THE AGREEMENT SET FORTH THE TERMS AND CONDITIONS OF THE COOPERATION DESCRIBED AND DELINEATED WITHIN CERTAIN SUBDIVISION PLATS OR, FOR LANDS NOT INCLUDED IN A SUBDIVISION PLAT, DECLARATIONS OF TUMF LANDS OR DECLARATIONS OF UNIMPROVED LANDS. THE AGREEMENT SET FORTH THE UTILITY RIGHTS PROVIDED AS DESCRIBED IN THE AGREEMENT. THE CITY OF SURPRISE, AS THE UTILITY PROVIDER, AS DESCRIBED IN THE AGREEMENT, AGREES TO GRANT THE CITY OF SURPRISE THE UTILITY RIGHTS TO HAVE A PUBLIC UTILITY EASEMENT WITHIN CERTAIN MND PROPERTY INTERESTS AND FOR MND TO HAVE AN EASEMENT WITHIN CITY'S PUBLIC UTILITY RIGHTS. THE CITY OF SURPRISE AND MND EASEMENTS ARE SUBJECT TO AND CONTROLLED BY THE TERMS AND CONDITIONS OF THE AGR.

IN LOCATIONS WHERE APPLICABLE, INCLUDING ALL AND DERIVATIONS WITHIN A SUBDIVISION PLAT, OWNER'S INTEREST AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF THE OCCUPIED RIVER AND FACILITIES AND PROPERTY INTERESTS, SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE ISA.

CITY SHALL HAVE THE RIGHT TO AUTHORIZE AND CONTROL THE UTILITY SERVICE PROVIDERS' USE AND OCCUPANCY OF THESE EASEMENTS. CITY REQUIRES THAT UTILITY SERVICE PROVIDERS CONSENT TO BE BOUND BY THIS ISA PRIOR TO THE USE OF THE OCCUPIED RIVER OF THE EASEMENTS COVERED BY THIS ISA. SUCH USE AND OCCUPANCY OF THE EASEMENTS CONSTITUTES CONSENT OF THE UTILITY SERVICE PROVIDERS TO BE BOUND BY THIS ISA.

THE LOTS OFFERED ON THIS FLAT ARE LOCATED WITHIN THE VICINITY OF LANE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHT BY JET AIRCRAFT AT ANY STRUCTURES WITHIN THIS FLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH LOCAL ATTENTION STANDARDS GOVERNED BY THE CITY OF TULSA. MAPS DETERMINING THE MOST CURRENT APPROVED MAP NOISE CONTOURS IN RELATION TO THIS FLAT SHALL BE DISPLAYED IN ALL SALES OFFICES. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF TULSA COMMUNITY DEVELOPMENT DEPARTMENT.



MEMPHIS, TENNESSEE, MAY 11 (AP) — A MEMPHIS POLICE DEPARTMENT REPORTS THAT IT HAS RECEIVED INFORMATION THAT AN INDIVIDUAL HAS BEEN IDENTIFIED AS THE PERSON WHO SET OFF A BOMB THAT CAUSED THE DEATH OF MARTIN LUTHER KING JR. IN 1968. THE INDIVIDUAL IS ALLEGEDLY A MEMBER OF THE BLACK PANTHER PARTY AND IS CURRENTLY ON THE WANTED LIST OF THE FBI. THE BOMB WAS SET OFF IN A ROOMING HOUSE IN MEMPHIS, TENNESSEE, ON APRIL 4, 1968, AND CAUSED THE DEATH OF KING JR. THE INDIVIDUAL IS ALLEGEDLY A MEMBER OF THE BLACK PANTHER PARTY AND IS CURRENTLY ON THE WANTED LIST OF THE FBI. THE BOMB WAS SET OFF IN A ROOMING HOUSE IN MEMPHIS, TENNESSEE, ON APRIL 4, 1968, AND CAUSED THE DEATH OF KING JR.

"NECORSU SUPPLY, LLC, [TOWN] and COSCO WHOLESALE CORPORATION [TOWN] DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, (2) RELEASE, REPAIR, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ALL AND ANY AND ALL DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, OF ANY KIND OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE, ON, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DISCLOSED AREAS AND DELETED AREAS, AND (3) WAIVE ANY AND ALL RIGHTS THAT ARE IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN THE BOUNDARY OF SAID PAVED LANE SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OWNER(S) SUBSEQUENT ADJACENT OWNER(S) WITHIN THE BOUNDARY OF SAID PAVED LANE, SUCH THAT THE AREA WITHIN THE BOUNDARY IS IMPROVED TO CITY STANDARDS AND ACCEPTED BY THE CITY OF SURPRISE."

OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.

PURSUANT TO A.R.S. § 40-1106, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON THE VALUE OF ANY PROPERTY LOCATED WITHIN THE CITY OF SURPRISE.

IN ACCORDANCE WITH A.R.S. § 40-917, THIS CITY HAS ASSUMED THAT DONATIONS OCCURRING WITHIN THE CITY ARE IN CONFORMANCE WITH THE SURPRISE ORDINANCES.

NO GRASS-TYPE GRASSING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRAILS, PARKS AND PUBLIC RIGHTS-OF-WAY INCLUDES LANDSCAPED MATERIALS BETWEEN COLLECTIONS AND LOTS, STREETS AND UNDEVELOPED AREAS BACK OF CURBS, SHALL BE THE RESPONSIBILITY OF THE OWNERS OR THEIR SUCCESSORS, AGENTS AND DELEGATES.

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP DISCREMINATIONS, AND/OR OTHER DESIGNATIONS. THEREFORE, THE PROPERTY IS NOT ELIGIBLE FOR FLOOD INSURANCE UNDER CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS LOCATED.

1. THIS SURVEY WAS BASED UPON THE COMMONWEALTH LAND TITLE INSURANCE COMPANY REPORT ORDER NO. 19002773-040-00, DATED JANUARY 16, 2019.
2. ALL BEARINGS AND DISTANCES REPORTED ON THIS SURVEY ARE MEASURED TO THE MONUMENTS SHOWN OR SET AS SHOWN, UNLESS OTHERWISE NOTED.
3. ALL CORNERS SHOWN WILL HAVE MONUMENTS SET AT THE TIME OF APPROVAL OF THIS PLAN.
4. NO DOCUMENTATION WAS FOUND OR PROVIDED THAT CALLS FOR THE REWORKING OF THE EXISTING PAVED DRIVEWAY, DRIVEWAY, OR EASEMENT ALONG THE EAST LINE OF SECTION 12, T36N, R27E, G3680N, FROM INGRESS ROAD TO EGRESS ROAD.

WINDYHORN HAS ENTERED INTO A PHASED PHASE II DEVELOPMENT AGREEMENT DATED OCTOBER 8, 2007 (AGREEMENT) WITH MARICOPA COUNTY MARICOPA COUNTY CONSERVATION DISTRICT (MCD) AND THE MARICOPA COUNTY RECORDER'S OFFICE, AT DOCKET NO. 2007-110378. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT AND THE PLAT IS BEING FILED FOR THE RECORD OF THE MARICOPA COUNTY RECORDER'S OFFICE. WINDYHORN WANTS TO MAKE CLEAR THAT THE AGREEMENT DOES NOT LIMIT OR RESTRICT WINDYHORN'S RIGHT TO EXERCISE ITS RIGHTS OF ACCESS TO AND USE OF ESTATE AND FUTURE MINOR FACILITIES AND MINOR PROSPECTS. AS SUCH TERMS ARE DEFINED BY THE AGREEMENT, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPAIR SUCH FACILITIES, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPAIR SUCH FACILITIES OF LANDOWNER AT 5110 CENTER, SUITE 305, SALT LAKE CITY, UT 84143, AND SUCH OTHERS AS MAY BE DETERMINED. ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 1.1 OF THE AGREEMENT, ARE SET FORTH IN THE ATTACHED AGREEMENT.

YAVAPAI COUNTY MUNICIPAL WATER
CONSERVATION DISTRICT NUMBER ONE, A
POLITICAL SUBDIVISION OF THE STATE OF
ARIZONA ("WARD")

BY: _____ ATTEST: _____
CHRISTIE CAIN SLEN VORSTER
ITS PROPERTY AND CONTRACTS MANAGER ITS ASSISTANT SECRETARY

1

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DOI 10.1002/jbm.b.30250

continued

ARIZONA

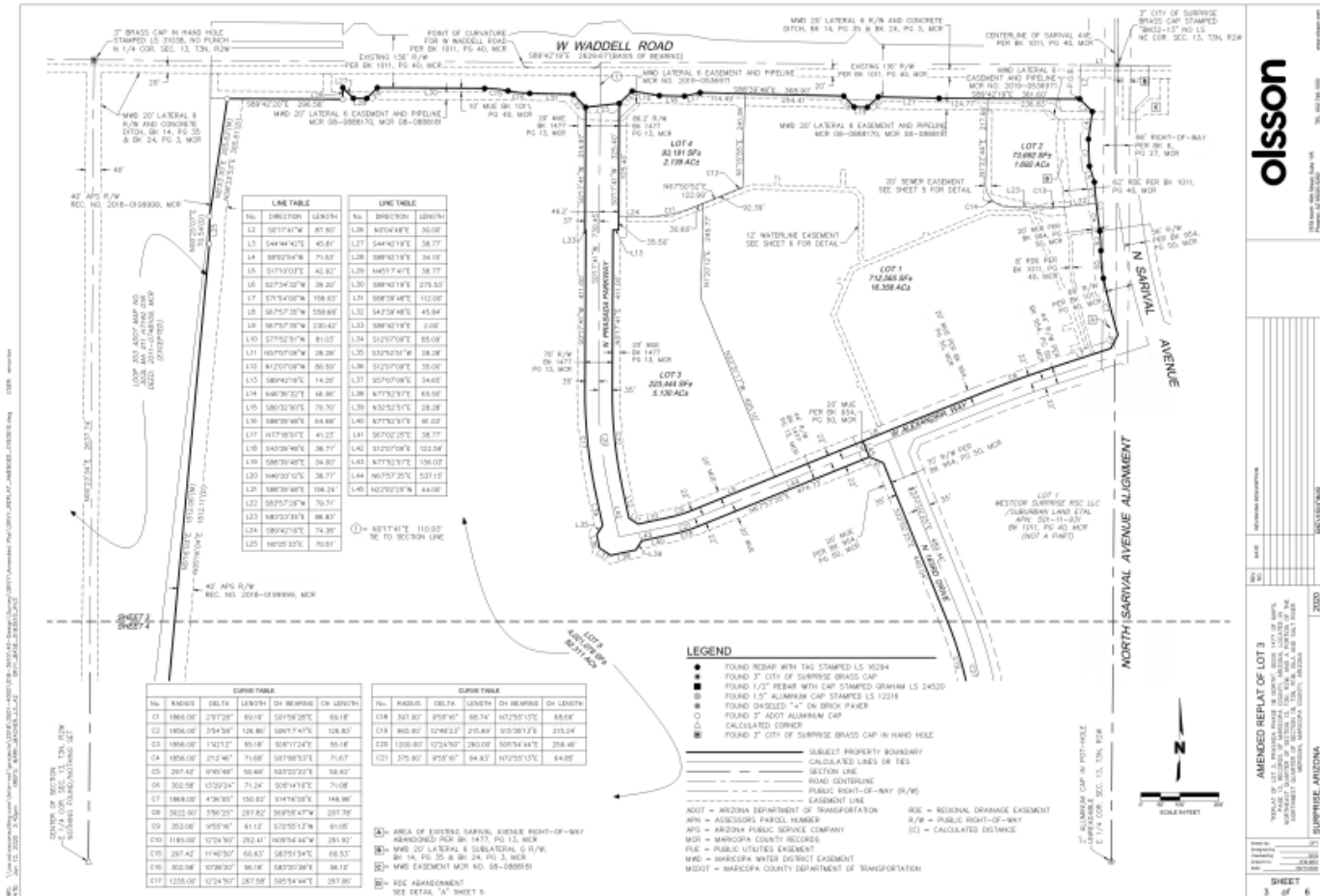
AMENDED REPEAT OF LOT 3

DRAWN BY: _____
 DESIGNED BY: _____
 CHECKED BY: _____
 PROJECT NO.: _____
 DATE: _____

SHEET
 2 of 6

FS20-077 Re-Plat

FS20-077 Re-Plat

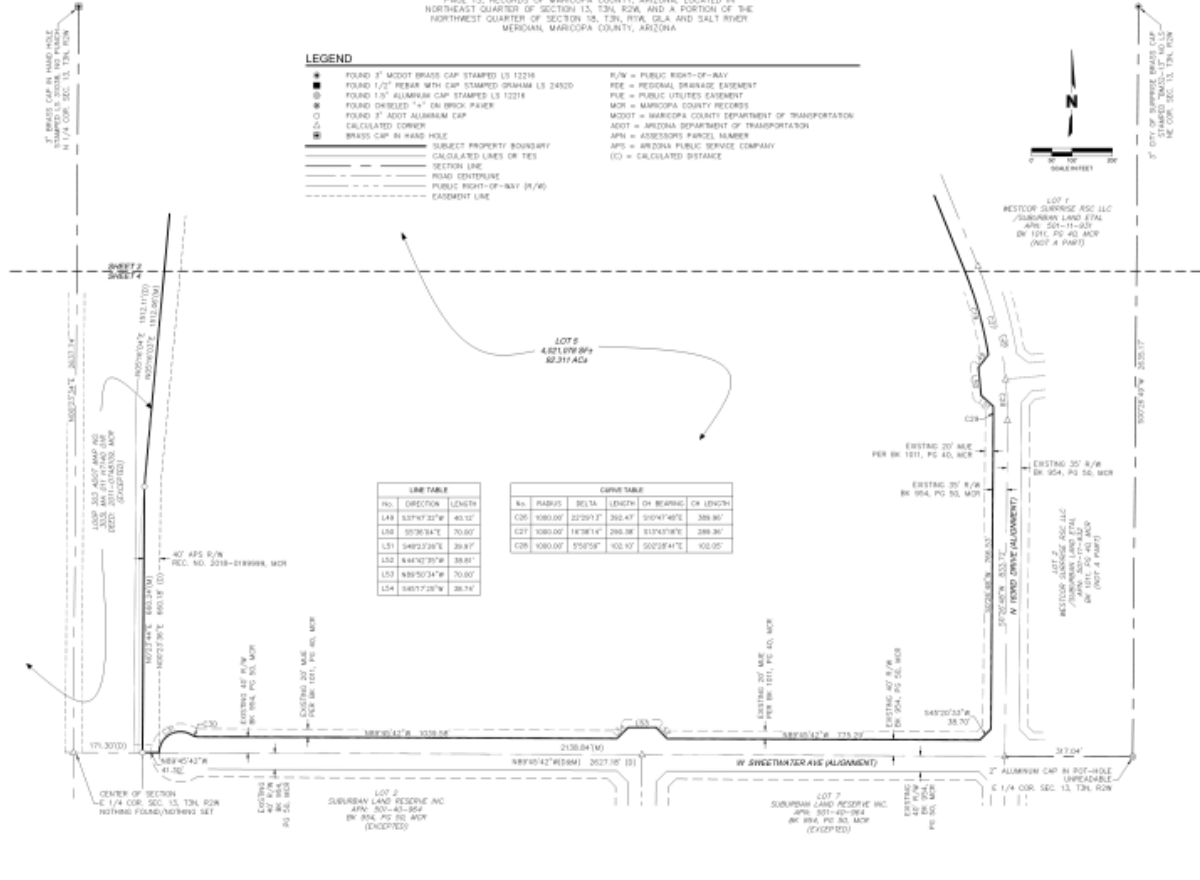


"REPLAT OF LOT 3, PRASADA PHASE 1B NORTH", BOOK 1477 OF MAPS, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN NORTHEAST QUARTER OF SECTION 13, T3N, R2W, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, T3N, R2W, G1A AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

FOUND 3" MORTAR BRICK CAP STAMPED LS 12216	P/W = PUBLIC RIGHT-OF-WAY
FOUND 1.5" MORTAR BRICK CAP STAMPED SHIRAZ 124202	REC = REGIONAL RECREATION EXHIBENT
FOUND 1.5" ALUMINUM CAP STAMPED LS 12216	PUE = PUBLIC UTILITIES EXHIBENT
FOUND UNIDENT "X" BRICK PAVEN	MOH = MINNESOTA COUNTY RECORDS
FOUND 3" MORTAR BRICK CAP STAMPED LS 12216	MOCT = MINNESOTA COUNTY DEPARTMENT OF TRANSPORTATION
ADJUSTED CALCULATED	ADP = ARIZONA DEPARTMENT OF TRANSPORTATION
ADJUSTED CALCULATED	ADSP = ARIZONA PUBLIC SERVICE COMPANY
ADJUSTED CALCULATED	CD = CALCULATED DISTANCE
SUBJECT PROPERTY BOUNDARY	
CALCULATED LINES OR TIES	
SECTION LINE	
ROAD CENTERLINE	
PUBLIC RIGHT-OF-WAY (P/W)	
EASEMENT LINE	



CURVE TABLE					
No.	RADIUS	SETBACK	LEADING	OR BEARING	OR LENGTH
C06	1080.00'	22'29" J	262.43'	S10°47'46"E	389.36'
C27	1080.00'	16°38'14"	290.58'	S15°43'18"W	389.36'
C08	1080.00'	55°05'58"	402.40'	S60°58'41"E	402.05'



olsson

13176 *Scutellaria chinensis* Sieber (1846)
Szechwan, 4,000 ft. (12,192)

1

MICHAEL JACOBSON

UNRECORDED DEED AT OF LOT 3

Drawn by _____
 Designed by _____
 Checked by _____
 Project no. _____
 Date _____

SHEET
 4 of 6

FS20-077 Re-Plat



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 6, 2020 Contact Person: Hobart Wingard, PLANNER II
Submitting Department: Community Development District: Citywide
Staff Recommendations: None

Consent: No Regular: No Public Hearing: Yes Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval a Zoning Text Amendment to regulate municipal towers; Ordinance #2020-16.

Motion:

I move to approve Ordinance #2020-16.

Background:

The City of Surprise seeks approval of a modification to the Wireless Facility section of the Surprise Municipal Code. The Zoning Text Amendment will allow for Municipal Towers. A Municipal Tower is a monopole or tower erected by the City and located on City property for the purpose of providing wireless services and radio coverage to support any city activities or other purposes as approved by the city.

This Zoning Text Amendment also seeks to revise review times for siting applications to match federal presumed reasonable timelines.

Additionally, this Zoning Text Amendment adds further control for the City to regulate its real property outside of the rights-of-way by including leasing and licensing of properties and facilities for communications purposes.

Objective Analysis:

This Zoning Text Amendment seeks to provide a process for establishing Municipal Towers, to revise existing review times for wireless facility siting applications and related processes, and to provide the City with additional control over its real property and facilities by providing licensing and leasing for wireless facilities to be located or collocated on City property or facilities outside of the public rights-of-way.

Policy Compliant:

This item is compliant with City and Council policies.

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

1. 00 - FS20-114 - Wireless Facilities ZTA - CC Staff Report - 100620
 2. 01 - FS20-114 - Municipal Monopoles ZTA - Legislative Edit - 091720
 3. 02 - FS20-114 - Municipal Monopoles ZTA - Clean Edit - 091720
 4. 03 - FS20-114 - Wireless Facilities ZTA - Participation Report - 100620
 5. PP - FS20-114 - Wireless Facilities ZTA - CC PowerPoint - 100620
 6. 20.09.25 FS20-114 - Municipal Monopoles - Ord 2020-16
 7. 20.09.25 Municipal Monopoles ZTA - Ord 2020-16 Ex A
-

ZONING TEXT AMENDMENT

REPORT TO THE MAYOR AND CITY COUNCIL

1 **Case:** FS20-114

2
3 **Project Name:** Wireless Facilities Zoning Text Amendment (ZTA)

4
5 **Council District:** Citywide

6
7 **Meeting Date:** October 6, 2020

8
9 **Planner:** Hobart Wingard

11
12 **Applicant:** City of Surprise

13
14 **Request:** Zoning Text Amendment to allow for Municipal Towers and update
15 code language for Sections 122-112., 122-112.1, 122-112.2, 122-112.3,
16 122-112.4, 122-112.5, and 122-112.6 of the Surprise Municipal Code.

17
18 **General Plan Conformance:** The proposal is consistent with the Surprise General Plan 2035

19
20 **Support/Opposition:** None encountered

21
22 **Commission**

23 **Recommendation:** Unknown as of the writing of this report

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38
39 **Project Description:** The City of Surprise requests a Zoning Text Amendment to allow
40 Municipal Towers to support City activities.
41

42 **Analysis and Discussion:**

43
44 Municipal Towers are structures erected by the city and located on city property for the purpose of
45 providing wireless and radio services to support any city activities or other purposes as approved by
46 the city. As the city expands, so do the needs of the public support infrastructure. The subject
47 proposal will provide enhanced monitoring and communications capabilities for city services.

48
49 A previous Planning and Zoning Commission meeting for the subject request resulted in concern
50 regarding setbacks for the Municipal Towers. The original proposal required a setback equal to the
51 height of the Municipal Tower from residentially zoned properties. The Planning and Zoning
52 Commission indicated concern with these towers as they may be higher than normal and
53 undisguised.

54 The current proposal identifies two (2) types of towers and has setbacks specific for each type:

55 **Type A**

- 56
57
 - No disguising design requirements.
 - Municipal towers will maintain a setback distance equal to, or greater than, twice the height
59 of the municipal tower from residentially zoned properties.

60
61 **Type B**

- 62
63
 - Towers will be disguised as a monopalm, monocactus, monopine, monobroadleaf, or similar
64 design
 - Municipal towers will maintain a setback equal to, or greater than, the height of the municipal
66 tower from residentially zoned properties.

67
68 **Conformance with Adopted Plans:**

69
70 **Surprise General Plan 2035:** The Land Use and Public Utilities elements of the General Plan 2035
71 identifies the need and proposes certain requirements for Wireless Facilities. The subject request
72 would further the goals of the General Plan 2035.

73
74 **Reviewing Agencies:**

75
76 The standard city reviewing agencies were included in the routing of this request. None of the
77 reviewing agencies indicated any concerns over the request.

78
79 **Summary:**

80
81 The proposed modifications to the municipal code will allow Municipal Towers to meet the needs of
82 municipal facilities and services while furthering the goals of the General Plan 2035.

83
84 **Findings:**

85

- 86 • The proposed Zone Change is consistent with the Surprise General Plan 2035.
- 87 • The proposed Zone Change will advance the goals and policies of the General Plan.
- 88 • There are no objections to the request.

89

90 **Commission Recommendation:**

91

92 Unknown as of the writing of this report

93

94 Should the Council wish to recommend denial of the request, the Council should make its own
95 findings and base its decision on those alternative findings.

96

97

98 **Attachments:**

99

100	01	ZTA Legislative Edit
101	02	ZTA Clean Edit
102	03	Citizen Participation Report

LEGISLATIVE EDITS

Sec. 122-112. - ~~[Wireless Facilities]~~—Definitions.

The following definitions will apply in the interpretation and enforcement of this section, unless the context clearly requires otherwise. Any term or phrase not defined herein will be defined by the City Manager or designee. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The words "will" and "shall" are mandatory and not merely directory, and the word "may" is discretionary. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law, regulation or rule referred to herein are renumbered or amended, then the reference will be read to refer to the renumbered or amended provision.

Alternative tower structure. An innovative wireless tower design, such as a clock tower, grain silo, bell tower, false chimney, steeple, light pole, flag pole, windmill, and similar design mounting structures, that camouflage or conceal the presence of wireless antennae or towers. Alternative tower structures may also include utilization of a traffic signal streetlight pole or similar structure, or freestanding structure within a public right-of-way as approved by the city manager or designee on a case-by-case basis.

Amateur radio antenna. A freestanding or building-mounted structure, including any base, tower, pole, antenna, and appurtenances, intended for airway telecommunications purposes by a person holding a valid amateur radio (HAM) license issued by the Federal Telecommunications Commission (FCC).

Antenna. Communications equipment that transmits or receives electromagnetic radio frequency signals and that is used in providing wireless services.

Authorized person. The person(s), employee(s), agent(s), consultant(s), and contractor(s), authorized in writing by the applicant to complete and submit a wireless facility application on behalf of the applicant and who is authorized to receive any notices on behalf of the applicant of any action taken by the city regarding the wireless facility application.

Backhaul. The connection from a wireless facility base station to the core network of the internet.

Base station. The structure or equipment at a fixed location that enables wireless communications licensed or authorized by the FCC, between user equipment and a communications network. The term does not encompass a tower or monopole as defined in this chapter or any equipment associated with a tower or monopole:

- (1) The term includes, but is not limited to, equipment associated with wireless communications services, such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services.
- (2) The term includes, but is not limited to, radio transceivers, antennae, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including distributed antenna systems and small-cell networks).

- (3) The term includes any structure other than a tower or monopole that, at the time the relevant wireless facility application is filed with the city under this chapter, supports or houses equipment, and that has been reviewed and approved under the applicable zoning or siting process, or under another state, county or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.
- (4) The term does not include any structure that, at the time the relevant wireless facility application is filed with the city under this chapter, does not support or house equipment described in subsections (1) and/or (2) above.

Cell on wheels (COW). A mobile cell site that consists of a cellular antenna tower and electronic radio transceiver equipment on a truck or a trailer designed to be part of a cellular network and temporary in nature.

CITY. THE CITY OF SURPRISE, ARIZONA

Collocate or collocation. To install, mount, maintain, modify, operate, or replace wireless facilities on, within, or adjacent to a wireless support structure or utility pole.

Collocation, major. A collocation of a wireless facility where the proposed wireless facility equipment exceeds ten feet above the supporting structure and/or exceeds 50 feet above ground level.

Collocation, minor. A collocation of a wireless facility where the proposed wireless facility equipment does not exceed ten feet above the supporting structure and does not exceed 50 feet above ground level.

Conceal or concealment. Wireless facilities designed or disguised to look like something other than a wireless facility or base station.

Deemed approved. A wireless facility modification or building permit application that has been deemed approved upon the city's failure to act, and has become effective, as provided pursuant to the FCC, the state, and this chapter.

Existing. For purposes of this chapter, wireless facilities that were reviewed and approved under the applicable zoning or siting process in effect before the effective date of this section, provided that a tower that was not reviewed and approved prior to the effective date of this section, because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition.

FCC. The Federal Communications Commission or its successor.

Microcell. A device that is connected to aerial facilities and used solely for transmitting, processing, and receiving voice and data wireless telecommunications services, without any associated ground mounted equipment. The device is often referred to as an "ASME" (aerial strand mounted equipment).

Monopole. A wireless support structure composed of a single spire used to support communications equipment and having no guy wires or ground anchors. A monopole, **EXCLUDING MUNICIPAL TOWERS,** shall not be greater than 40 inches in diameter at ground level and shall have all of the wireless facilities mounted on the pole and wiring

contained inside of the pole. Includes monopalms, monocactus, monopines, and monobroadleaf wireless towers.

MUNICIPAL TOWER. A MONOPOLE OR TOWER ERECTED BY THE CITY AND LOCATED ON CITY PROPERTY FOR THE PURPOSE OF PROVIDING WIRELESS AND RADIO SERVICES TO SUPPORT ANY CITY ACTIVITIES.

Public right-of-way ("ROW"). The area on, below, or above a public roadway, highway, street, sidewalk, alley, or utility easement. Right-of-way does not include a federal interstate highway, a state highway, or state route under the jurisdiction of the department of transportation, a private easement, property that is owned by a special taxing district, or a utility easement that does not authorize the deployment sought by the wireless provider.

Rooftop-mounted wireless facility. A wireless facility with the antennae located on the roof of a building or on top of a structure and consisting of antennae, support structures, and accessory equipment which are adequately screened so as not to appear as stand-alone devices above the top of the roof line.

Site. For wireless facilities other than wireless facilities in the ROW, will mean, and refer to, the current boundaries of the property surrounding the wireless facility and any access or utility easements currently related to the site, and, for other wireless support structures, will mean and be further restricted to, that area in proximity to the structure and to other transmission equipment already deployed on the ground.

Site plan. A required plan, to scale, of a project area showing uses and structures both existing and proposed.

Small cell network. A collection of interrelated small cell facilities designed to deliver personal wireless services.

Small wireless facility ("SWF"). A wireless facility that meets both of the following qualifications:

- (1) All antennae are located inside an antenna enclosure of no more than six cubic feet in volume or, in the case of antennae that have exposed elements, the antennae and all of its exposed elements could fit within an imaginary enclosure of no more than six cubic feet; and
- (2) All other wireless equipment associated with the facility is cumulatively not more than 28 cubic feet in volume or 50 cubic feet in volume if the equipment was ground mounted before the effective date of this section. The following types of associated ancillary equipment are not included in the calculation of equipment volume pursuant to this subdivision:
 - a. An electric meter
 - b. Concealment elements
 - c. A telecommunications demarcation box
 - d. Grounding equipment
 - e. A power transfer switch

- f. A cutoff switch
- g. Vertical cable runs for the connection of power and other services

Structure-mounted wireless facility. A wireless facility with the antennae located on the wall or roof of a building or on the side or top of a structure, including collocating on an existing freestanding wireless facility and consisting of antennae, support structures, and accessory equipment.

Transmission equipment. Equipment that facilitates transmission for any wireless communication service licensed or authorized by the FCC, including, but not limited to, radio transceivers, antennae, coaxial or fiber-optic cable, and regular and back-up power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

Tower. Any structure built for the sole or primary purpose of supporting any antennae and their associated facilities, licensed or authorized by the FCC, such as structures that are constructed for wireless communications services, including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services, such as microwave backhaul, and the associated site.

Wireless facility.

- (1) Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including both of the following:
 - a. Equipment associated with wireless communications.
 - b. Radio transceivers, antennae, coaxial or fiber-optic cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration.
- (2) Includes SWFs.
- (3) Does not include the structure or improvements on, under, or within which the equipment is collocated, wireline backhaul facilities, coaxial or fiber-optic cable that is between wireless support structures or utility poles, or coaxial or fiber-optic cable that is otherwise not immediately adjacent to, or directly associated with, an antenna.
- (4) Does not include Wi-Fi radio equipment described in A.R.S. § 9-506(I) or microcell equipment described in A.R.S. § 9-584(E).

Wireless facility monopole modification, major. A modification of an existing wireless facility monopole where the proposed monopole and base station exceeds the greater of either:

- (1) An increase in height of the tower greater than ten feet; or
- (2) An increase of base station area greater than ten percent of the existing facility.

Wireless facility monopole modification, minor. A modification of an existing wireless facility monopole where the proposed monopole and base station does not exceed the greater of either:

- (1) An increase in height of the monopole less than ten feet; or
- (2) An increase of base station area less than ten percent of the existing facility.

Wireless support structure.

(1) Means:

- a. A freestanding structure, such as a monopole.
- b. A tower, either guyed or self-supporting.
- c. A sign or billboard.
- d. Any other existing or proposed structure designed to support, or capable of supporting, wireless facilities.

(2) Does not include a utility pole.

Sec. 122-112.1. - Wireless facilities **PROCESS MATRIX.**

The purpose of the wireless facility regulations is to encourage and promote wireless communications coverage for all areas of the city while minimizing the visual, environmental, and neighborhood impacts. Wireless facilities are allowed in all zoning districts, but the preferred wireless facility locations include settings having the least amount of visual and neighborhood impact. The wireless communications service providers will adhere to all applicable federal, state, and local regulations.

(a) *Cumulative classifications and application process matrix.*

Section	Request	Process Type	Maximum Review Time (days)
122-112.2 ³	New monopole	2	150 - WIRELESS FACILITIES, NOT INCLUDING SWFS
	Monopole collocation	1	90 - WIRELESS FACILITIES, NOT INCLUDING SWFS
	Minor monopole modification	Building permit	75 60 - WIRELESS FACILITIES, NOT INCLUDING SWFS
	Major monopole modification	1	90 - WIRELESS FACILITIES, NOT INCLUDING SWFS
	Monopole on city property	1	
122-112.4	MUNICIPAL TOWERS	1	SUBJECT TO CITY REVIEW

122-112.35	Alternative wireless facility location	1	150 – WIRELESS FACILITIES, NOT INCLUDING SWFS
	Alternative facility location collocation	1	90 – WIRELESS FACILITIES, NOT INCLUDING SWFS
	Minor alternative facility location modification	Building permit	7560 – WIRELESS FACILITIES, NOT INCLUDING SWFS
	Major alternative facility location modification	1	90 – WIRELESS FACILITIES, NOT INCLUDING SWFS
	Alternative facility location on city property	1	
122-112.46	SWF in ROW	ROW encroachment permit AND MASTER LICENSE AGREEMENT	90 – NEW STRUCTURES; 60 – EXISTING STRUCTURES75
	SWF outside of ROW	1	90 – NEW STRUCTURES 60 – EXISTING STRUCTURES
122-112.72	Wireless facilities other than defined herein	3	150
122-112.57 122-112.8	Cell on wheels ("COW")	1 BUILDING PERMIT	90
	Amateur radio antennae	Building permit	75
	Amateur radio antennae greater than 35 feet	3	150

(b) All changes will be measured cumulatively to preserve the limits established by federal, state, and local law.

SEC. 122-112.2. - WIRELESS FACILITIES GENERAL PROVISIONS

(a) ALL WIRELESS FACILITIES, WHETHER A SITE FOR A CELL TOWER, MACRO CELL SITE, SMALL WIRELESS FACILITIES (SWF), OR ANY OTHER TYPE OF WIRELESS FACILITY SHALL REQUIRE REVIEW AND APPROVAL BY THE CITY. SUCH REVIEW AND APPROVAL SHALL BE REQUIRED FOR ALL NEW FACILITIES AS WELL AS FOR ANY MODIFICATION, AND COLLOCATION APPLICATIONS.

(a)(b) WITH THE EXCEPTION OF SWFS, a All wireless facilities will identify a single parking space for the facility. If the location is on a separate parcel, owner authorization will be required.

(b)(c) ALL Base stations SHALL ADHERE TO THE FOLLOWING CRITERIA:

(1) WHEN Located outside OF the ROW BUT NOT ON CITY PROPERTY:

- a. Will comply with the height and yard development standards of the underlying zoning district, except as provided herein.
- b. Will be located underground, inside buildings, or behind solid decorative concrete masonry unit ("CMU") walls with a height equal to or exceeding the height of the base station, but no higher than eight feet above grade.
- c. An enclosed base station will occupy no more than 600 square feet.

(2) WHEN Located within the ROW:

- a. Are exempt from yard development standards, but will be located as far away from the street as possible.
- ~~b. Will be located underground, behind removable screening, or painted to provide an artistic rendering. Any image will be reviewed by staff during design review.~~

e.b. Unless allowed by federal, state, or local law, no advertisements or identifying logos will be placed on any structure within the ROW.

d.c. Enclosures are limited to six cubic feet.

e.d. Will be located outside the sight visibility triangle.

(d) MAXIMUM HEIGHTS.

(1) EXCEPT FOR MUNICIPAL TOWERS, THE MAXIMUM HEIGHT OF ANY WIRELESS SUPPORT STRUCTURE OR BASE STATION, EXCLUDING ANTENNAE, IN ANY ZONING DISTRICT SHALL NOT EXCEED SIXTY-FIVE (65) FEET ABOVE THE FINISHED GRADE OF THE SITE. EXCEPT FOR MUNICIPAL TOWERS, THE MAXIMUM HEIGHT OF THE ANTENNAE ATTACHED TO ANY SUCH WIRELESS SUPPORT STRUCTURE OR BASE STATION SHALL NOT EXCEED EIGHTY (80) FEET ABOVE THE FINISHED GRADE OF THE SITE, IN ANY ZONING DISTRICT.

(2) THE MAXIMUM HEIGHT OF ANY UTILITY POLE DESIGNED TO SUPPORT OR CAPABLE OF SUPPORTING WIRELESS FACILITIES, EXCLUDING ANTENNAE, SHALL NOT EXCEED SIXTY-FIVE (65) FEET ABOVE THE FINISHED GRADE OF THE SITE, IN ANY ZONING DISTRICT. EXCEPT FOR

MUNICIPAL TOWERS, THE MAXIMUM HEIGHT OF THE ANTENNAE ATTACHED TO ANY SUCH UTILITY POLE DESIGNED TO SUPPORT OR CAPABLE OF SUPPORTING WIRELESS FACILITIES SHALL NOT EXCEED EIGHTY (80) FEET ABOVE THE FINISHED GRADE OF THE SITE, IN ANY ZONING DISTRICT.

~~(c)~~(e) When installing the wireless facility, installation will minimize the removal of existing mature vegetation at the site or such vegetation will be replaced. Any change in site landscape must be consistent with a city approved landscape plan as required by this chapter.

~~(d)~~(f) *Appeals.*

- (1) The decision of the community development director or designee may be appealed to the planning and zoning commission. The planning and zoning commission shall use the same criteria used to review the original application. Appeals to the planning and zoning commission must be taken within 30 calendar days of the date of the determination by the community development director or designee. The appeal will be heard at the next available regularly scheduled meeting, but not later than 60 calendar days from the notice of appeal.
- (2) The decision of the planning and zoning commission may be appealed to the mayor and city council, whose decision will be final. The mayor and city council shall use the same criteria used to review the original application. Appeals to the mayor and city council must be taken within 15 calendar days of the date of the determination by the planning and zoning commission. The appeal will be heard at the next available regularly scheduled meeting, but no later than 30 calendar days from the notice of appeal.

~~(e)~~(g) *Discontinuation of use.*

- (1) In the event the use of any wireless facility has been discontinued for a period of 90 consecutive days, the wireless facility will be deemed to be abandoned. Upon such abandonment, the owner and/or operator of the ~~tower~~ WIRELESS FACILITY and/or THE property owner ON WHOSE LAND THE MONOPOLE IS LOCATED will have an additional 90 days to:
 - a. Reactivate the use of the wireless facility or transfer the wireless facility to another owner/operator who makes active use of the wireless facility; or
 - b. Dismantle and remove the wireless facility. Upon removal of the wireless service facility, the site will be returned to its built or natural state and topography and vegetated consistent with the natural surroundings.

Sec. 122-112.23. - Monopoles.

Monopole installations, modifications, collocations.

(a) *Timing.* An application for a new monopole installation, modification, or collocation will be processed within the following amount of days of the filing of the application, unless tolled by mutual agreement:

- (1) New monopole - maximum of 150 days FOR WIRELESS FACILITIES, NOT INCLUDING SWFS.
- (2) Collocations ~~or major modification~~ - maximum of 90 days FOR WIRELESS FACILITIES, NOT INCLUDING SWFS.
- (3) Minor MONOPOLE modification - maximum of ~~75~~ 60 days FOR WIRELESS FACILITIES, NOT INCLUDING SWFS.
- (4) Major monopole modification - maximum of 90 days FOR WIRELESS FACILITIES, NOT INCLUDING SWFS.
- ~~(5) New monopole on city property - maximum of 90 days.~~

(b) *Submittal requirements.*

- (1) Narrative describing the proposed wireless facility site;
- (2) A site plan showing the subject property and adjacent properties; all existing and proposed buildings on the subject property and their purpose; the specific placement of the base station and cell tower, including type and extent and point of entry on the site; all proposed changes to the existing site, including grading, vegetation, roads, sidewalks, and driveways signed and sealed by a professional registrant from the state including expiration date;
- (3) A landscape plan showing specific placement of existing and proposed vegetation, trees, and shrubs, identified by species and size of specimen at installation in accordance with city landscape regulations;
- (4) A grading and drainage plan of the project site as determined necessary by the city manager or designee;
- (5) Existing (before condition) photographs and proposed (after condition) photosimulations of the proposed wireless facility from ROW adjacent to the site. Such photosimulations shall include, but not be limited to, superimposed representations of the proposed base station and tower to show what will be seen from ROW and residential structures and properties adjacent to the site;
- (6) Elevations will show the following:
 - a. Dimensions of all equipment and poles specified for all three dimensions: height, width and depth; and
 - b. Materials of the base station and security barrier, if any, specified by generic type and specific treatment, such as brick, masonry with stucco finish, anodized aluminum, stained wood, etc.
- (7) Collocation submittals, including signed statements indicating:
 - a. The applicant agrees to allow for the potential collocation of additional wireless facilities by other wireless service providers and carriers on the applicant's structure or facility or within the same site; and

- b. The applicant has made a good faith effort to achieve collocation with other carriers and facilities as required in this section, and if collocation is not feasible for this application for a substantial technical or other reason(s), a written statement of the reasons for the infeasibility.

(8) An executed lease agreement with the owner or landholder that:

- a. Allows the landholder to enter into leases with other providers;
- b. Specifies that if the carrier fails to remove the base station and tower when required by this chapter, the responsibility for removal falls upon the landholder; and
- c. Allows entry by the city and its agent for the purpose of inspection and compliance with city codes.

(c) *Review.*

- (1) New monopole applications will be processed as a type II site plan design review, found in article XII of this chapter.
- (2) Collocations, major modifications, and monopoles on city property will be processed as an administrative type I site plan design review, found in article XII of this chapter.
- (3) Minor modifications will be processed as a building permit.

(d) **SPECIFIC Design standards FOR MONOPOLES.**

(1) A MONOPOLE SHALL NOT BE GREATER THAN 40 INCHES IN DIAMETER AT GROUND LEVEL, EXCEPT FOR THE MONOPALM, MONOCACTUS, MONOPINE, MUNICIPAL—MONOPOLE, AND MONOBROADLEAF AS DELINEATED BELOW, OR A MUNICIPAL TOWER, AND HAVE ALL OF THE WIRELESS FACILITIES MOUNTED ON THE MONOPOLE OR INTERIOR TO THE POLE IN THE CASE OF THE MONOCACTUS.

(1)(2) All wireless facilities will be designed to blend into the architecture and landscape of the **SURROUNDING** area in which **THEY ARE** placed;

(2)(3) All wireless facility antennae, mounting hardware, and cabling shall be covered or painted to match the color of the monopole on which it is mounted;

(3)(4) Setbacks. WITH THE EXCEPTION OF MUNICIPAL MONOPOLE TOWERS. The setback ~~of FOR~~ all ~~wireless facilities~~ monopoles shall meet the yard development standards and setback requirements of the underlying zoning district, except as otherwise permitted herein. The setback shall be measured from the lot line to the ~~wireless facility tower~~ **MONOPOLE**. Additionally, all ~~towers~~ **MONOPOLES** shall be set back from any residential lot line a distance equal to twice the height of the ~~tower~~ **MONOPOLE** and from any nonresidential lot line a distance equal to the designed fall distance of the ~~wireless facility structure~~ **MONOPOLES**; and

~~(4)~~(5) *Wireless facility identification*-. Each wireless facility shall be identified by a permanently installed plaque or marker on the door of the base station, no larger than four inches by six inches, clearly identifying the wireless service provider's name, address, e-mail contact, and emergency phone number. The plaque or marker required by this section shall be revised within 30 days of any change in the required information/content.

~~(5)~~(6) *Monopalm***S**.

- a. **A MONOPALM** Will contain a minimum of 55 palm fronds that disguise the length of the antenna;
- b. The stand-off mounting arm apparatus of the antenna array will not extend more than 30 inches from the structure to which it is attached;
- c. The pole structure will be clad with faux bark that begins at the base of the pole structure and continues to the height of the first palm frond attachment. The balance of the pole structure and the attachments will be painted to blend with the palm fronds;
- d. The diameter of the pole structure will not exceed 26 inches at its widest point;
- ~~e. All cables will be concealed within the pole structure;~~
- ~~f.e.~~ The maximum height of the pole structure, excluding antennae, will be limited to 65 feet above the finished grade of the site. The maximum height of the antennae attached to a monopalm will not exceed 80 feet above the finished grade of the site;
- ~~g.f.~~ No more than two microwave dishes will be permitted on each monopalm. Microwave dishes will be limited to one square foot in size and will be concealed within the monopalm, trimmed leaf cluster, or palm fronds;
- ~~h.g.~~ The trimmed leaf cluster will be mounted directly below the palm fronds and will be painted to blend with the pole structure; and
- ~~i. Climbing pegs are prohibited on the pole structure.~~

~~(6)~~(7) *Monocactus*.

- a. The monocactus structure will be clad with a faux finish that resembles a saguaro cactus from the base of the structure and continue to the top of the structure;
- b. The diameter of the monocactus structure will not exceed 34 inches at its widest point and will have a natural appearing taper from the bottom to the top;
- c. The **TOTAL** height of the monocactus structure will not exceed 30 feet ~~in~~ height;
- d. All antennae and cables will be concealed within the monocactus structure; and
- e. External microwave dishes ~~and climbing pegs~~ are prohibited on the monocactus structure.

~~(7)~~(8) *Monopine or monobroadleaf*.

- a. The **MONO** pole structure will be clad with faux bark. The faux bark will start at the base of the **MONO** pole structure and continue to the height of the first branch attachment. The balance of the pole structure and the attachments will be painted to blend with the branches;
- b. The diameter of the pole structure will not exceed 36 inches at the base and will taper to no greater than 28 inches at the top of the pole structure;

~~c. All cables will be concealed within the pole structure;~~

~~d.c.~~ The maximum height of the pole structure will be limited to 65 feet above the finished grade of the site. The maximum height of the antennae attached to the pole structure will not exceed 80 feet above the finished grade of the site;

~~e.d.~~ Branches.

1. Will be constructed to a density of no less than two and one-half branches for each one vertical foot of pole;
2. Will start no less than 15 feet above finished grade and continue to the top of the pole structure; and
3. Will be a minimum of eight feet long around the circumference of the lower level and will taper as the branches progress upward, consistent with the species of tree imitated by the structure. The branches will approximate the appearance of a particular deciduous tree species grown in the vicinity of the site and that grows to approximately the same height of the monopine or monobroadleaf.

~~f.e.~~ The entire length of all antennae and their attaching apparatus will be disguised by the branches, and the stand-off mounting arm apparatus of the antenna array will not extend more than 30 inches from the pole structure to which it is attached;

~~g.f.~~ Microwave dishes will be limited to one square foot in size. Dishes and attaching apparatus will be painted to blend with the branches;

~~h.g.~~ No more than four microwave dishes are permitted per monopine or monobroadleaf tree; and

~~i.h.~~ Climbing pegs are prohibited on the pole structure.

~~(8)(9)~~ **Alternative ~~monopole~~ **SUPPORT** structure.**

- a. The maximum allowable width of an antennae array is four feet. There is no width limit for antennae arrays installed inside an alternative tower structure.
- b. The antennae will not extend more than 18 inches from the structure to which it is attached. This restriction does not apply to antennae arrays installed inside an alternative tower structure.
- c. The maximum allowable length of each antennae array is ten feet.

~~d. All cables will be concealed within the support structure or fully enclosed within a cable shroud.~~

~~e.d.~~ No more than two microwave dishes, limited to two square feet in size each, will be permitted on each alternative tower structure.

~~f.e.~~ All microwave dishes, antennae, cable shrouds, and attaching apparatus will be painted to match the alternative tower structure.

(e) *Industrial zoning districts.*

(1) The stand-off mounting arm apparatus of the antennae array will not extend, in any direction, more than 30 inches from the structure to which it is attached.

a. The diameter of the monopole structure will not exceed 26 inches at its widest point;

~~b. All cables will be concealed within the monopole structure;~~

~~e.b.~~ The maximum height of the monopole structure, excluding antennae, will be limited to 65 feet above the finished grade of the site. The maximum height of the antennae attached to a monopole will not exceed 80 feet above the finished grade of the site;

~~d.c.~~ No more than two microwave dishes will be permitted on each monopole. Microwave dishes will be limited to two square feet in size; and

~~e. Climbing pegs are prohibited on the pole structure.~~

(f) All other wireless facilities that do not fall under any of the subsections regarding wireless facilities will follow the type III conditional use permit process found in article XII of this chapter. In addition to complying with the CUP criteria, any application under this subsection will comply with the following:

(1) Aesthetics standards;

(2) Setback and height restrictions;

(3) Safety concerns including, but not limited to, fall zones, and buffering;

(4) Environmental;

(5) Protections of property values; and

(6) *Timing.* Applications processed pursuant to this subsection will be acted upon within 150 days of submittal of a complete application.

Sec. 122-112.4. - Municipal Towers.

(a) TYPES OF MUNICIPAL TOWERS.

(1) TYPE A MUNICIPAL TOWERS WILL BE SET BACK OR LOCATED A DISTANCE EQUAL TO, OR GREATER THAN, TWICE THE HEIGHT OF THE MUNICIPAL TOWER FROM RESIDENTIALLY ZONED PROPERTIES.

(2) TYPE B MUNICIPAL TOWERS WILL BE SET BACK OR LOCATED A DISTANCE EQUAL TO, OR GREATER THAN, TWICE THE HEIGHT OF THE MUNICIPAL TOWER FROM RESIDENTIALLY ZONED PROPERTIES.

(b) REVIEW. ALL MUNICIPAL TOWERS ARE SUBJECT TO A TYPE 1 ADMINISTRATIVE REVIEW.

(c) TIMING. ALL NEW MUNICIPAL TOWERS, ALL COLLOCATIONS TO MUNICIPAL TOWERS, AND ANY MODIFICATIONS TO MUNICIPAL TOWERS ARE SUBJECT TO CITY REVIEW.

(d) HEIGHT. ALL TYPES OF MUNICIPAL TOWERS ARE UNRESTRICTED IN THEIR MAXIMUM HEIGHT, SUBJECT TO THE SETBACK REQUIREMENTS SET FORTH HEREIN.

(e) COLLOCATIONS. ALL MUNICIPAL TOWERS ARE INTENDED ONLY FOR CITY USE. ANY COLLOCATIONS ONTO A MUNICIPAL TOWER MUST BE PERFORMED BY THE CITY OR ON BEHALF OF THE CITY BY A CITY CONTRACTOR AT THE CITY'S INSTRUCTION.

(f) DESIGN REQUIREMENTS.

(1) TYPE A MUNICIPAL TOWERS MAY HAVE NO DESIGN REQUIREMENTS.

(2) TYPE B MUNICIPAL TOWERS SHALL HAVE A STEALTH DESIGN. BY WAY OF EXAMPLE ONLY: USE OF MONOPALM, MONOCACTUS, MONOPINE, OR MONOBROADLEAF DESIGNS IF THE TYPE B MUNICIPAL TOWER IS A MONOPOLE STRUCTURE.

Sec. 122-112.35. - Alternative wireless facility locations.

Alternative wireless facilities include locations such as building/structure mounted, roof mounted, recreational light poles, and water tower/tank facilities. Design of the mounting structures will camouflage or conceal the presence of a wireless facility.

(a) *Timing.* An application for a new alternative wireless facility installation, modification, or collocation will be processed within the following amount of days of the filing of the application, unless tolled by mutual agreement:

(1) New alternative wireless facility - maximum of 150 days FOR WIRELESS FACILITIES, NOT INCLUDING SWFS.

(2) Minor alternative wireless facility modification - maximum of ~~75~~ 60 days FOR WIRELESS FACILITIES, NOT INCLUDING SWFS.

(3) Collocations or major modification of alternative wireless facility - maximum of 90 days FOR WIRELESS FACILITIES, NOT INCLUDING SWFS.

~~(4) New alternative wireless facility on city property - maximum of 90 days.~~

(b) *Submittal requirements.*

(1) Narrative describing the proposed wireless facility site;

- (2) A site plan showing the subject property and adjacent properties; all existing and proposed buildings on the subject property and their purpose; the specific placement of the base station and cell tower, including type and extent and point of entry on the site; all proposed changes to the existing site, including grading, vegetation, roads, sidewalks, and driveways signed and sealed by a professional registrant from the state including expiration date;
- (3) A landscape plan showing specific placement of existing and proposed vegetation, trees, and shrubs, identified by species and size of specimen at installation in accordance with city landscape guidelines;
- (4) A grading and drainage plan of the project site as determined necessary by the city manager or designee;
- (5) Existing (before condition) photographs and proposed (after condition) photosimulations of the proposed wireless facility from ROW adjacent to the site. Such photosimulations shall include, but not be limited to, superimposed representations of the proposed base station and tower to show what will be seen from ROW and residential structures and properties adjacent to the site;
- (6) Elevations will show the following:
 - a. Dimensions of all equipment and poles specified for all three dimensions: height, width and depth; and
 - b. Materials of the base station and security barrier, if any, specified by generic type and specific treatment, such as brick, masonry with stucco finish, anodized aluminum, stained wood, etc.
- (7) Collocation submittals, including signed statements indicating:
 - a. The applicant agrees to allow for the potential collocation of additional wireless facilities by other wireless service providers and carriers on the applicant's structure or facility or within the same site; and
 - b. That the applicant has made a good faith effort to achieve collocation with other carriers and facilities as required in this section, and if collocation is not feasible for this application for a substantial technical or other reason(s), a written statement of the reasons for the infeasibility.
- (8) An executed lease agreement with the owner or landholder that:
 - a. Allows the landholder to enter into leases with other providers;
 - b. Specifies that if the carrier fails to remove the base station and tower when required by this chapter, the responsibility for removal falls upon the landholder; and
 - c. Allows entry by the city and its agent for the purpose of inspection and compliance with city codes.

(c) *Review.*

(1) New alternative wireless facilities, collocations, major modifications, and alternative wireless facilities on city property will be processed as an administrative type I site plan design review, found in article XII of this chapter.

(2) Minor modifications of an alternative wireless facility will be processed as a building permit.

(d) *Design standards.*

(1) *Building- or structure-mounted facilities.*

- a. Antennae will be mounted on a building wall or side of a structure to the maximum extent practicable. If the applicant demonstrates that it is not feasible to mount the antennae on a building wall or side of a structure, the antennae may be mounted on the roof or top of the structure, provided the facility complies with all other applicable standards;
- b. A building- or structure-mounted wireless facility shall not be located on a building with primarily residential uses;
- c. Antennae may encroach into a side or rear setback a maximum of two feet, but will not extend over a property line; and
- d. Antennae mounted on a building wall or side of a structure shall comply with the following standards:
 1. Antennae will be mounted flush to the building wall or side of a structure to the maximum extent practicable, unless technical reasons dictate another type of installation, and will not extend above the roof line or parapet of the building or top of the structure;
 2. Support structures, accessory equipment including equipment cabinets, and all other appurtenances shall be fully screened from view and not visible from the ground; and
 3. Antennae shall be painted a color to match the building or structure to which they are mounted or will be camouflaged as part of the building architecture in a city-approved building elevation.

(2) *Rooftop-mounted facilities.*

- a. Rooftop-mounted wireless facilities are not permitted on portions of buildings with pitched roofs.
 1. A rooftop-mounted wireless facility shall not be located on a building with primarily residential uses.
 2. A wireless facility located on a building rooftop or top of structure shall comply with the following standards:
 - i. Antennae, support structures, accessory equipment, and all other appurtenances shall be fully screened from view through the use of architecturally compatible features, screening materials, and colors that match the building or structure to which the facility is mounted.

- ii. Antennae shall not extend above the parapet of the roof of the structure to which they are mounted.

(3) Recreation field light poles.

- a. The maximum allowable width of an antennae array is four feet.
- b. The stand-off mounting arm apparatus of the antennae array will not extend more than 30 inches from the structure to which it is attached.
- c. The maximum allowable length of each antenna is ten feet.
- d. The diameter of the pole structure will not exceed 36 inches.
- e. The addition of a wireless facility to a recreation field light will not increase the height of the light structure by more than ten feet.
- f. All cables will be concealed within the pole structure.
- g. No more than two external microwave dishes, limited to two square feet each, are permitted on each recreation field light pole.
- h. All microwave dishes, antennae, and attaching apparatus will be painted to match the recreation field light pole.

(4) Water towers/tanks.

- a. The maximum allowable width of an antennae array is four feet. There is no width limit for antennae arrays installed inside a faux water tower/tank.
- b. The antenna will not extend more than 18 inches from the structure to which it is attached. This restriction does not apply to antennae installed inside a faux water tower/tank.
- c. The maximum allowable length of each antennae array is ten feet.
- d. The addition of a wireless facility will not increase the height of the water tower/tank structure greater than ten feet.
- e. All cables will be concealed within the support structure or fully enclosed within a cable shroud.
- f. No more than two microwave dishes, limited to two square feet in size will be permitted on each water tower or water tank.
- g. All microwave dishes, antennae, cable shrouds, and attaching apparatus will be painted to match the water tower or water tank.

Sec. 122-112.46. - Small wireless facility ("SWF").

General requirements.

- (a) SWFs in ROW require a master license agreement approved by the city.
- (b) ***Timing.*** An application for a new SWF installation or modification to an existing SWF will be processed within the following amount of days of the filing of the application, unless tolled by mutual agreement:

(1) SWFs in ROW - maximum of ~~75~~ 90 days **FOR NEW STRUCTURES AND 60 DAYS FOR EXISTING STRUCTURES.**

(2) SWFs outside ROW - maximum of 90 days.

(c) *Submittal requirements.*

(1) SWFs in ROW:

- a. Completed SWF ROW encroachment form;
- b. Completed building permit;
- c. Site plan;
- d. Before and after elevations of the facility; and
- e. Additional information may be required by the city manager or designee to determine compliance with federal, state, and city laws.

(2) SWFs outside of ROW:

- a. Completed SWF application;
- b. Site plan;
- c. Before and after elevations of the facility; and
- d. Additional information may be required by the city manager or designee to determine compliance with federal, state, and city laws.

(d) *Review.*

(1) Review of SWF installations and modifications within the ROW will be processed as a building permit.

(2) New SWFs located on property other than ROW will be processed as an administrative type I site plan design review, found in article XII of this chapter.

(e) *Design standards.*

(1) The components of a SWF will be mounted a minimum of 12 feet above the existing grade of the wireless support structure to which it is attached.

(2) A replacement or new pole is allowed a ten percent height increase, not to exceed 50 feet total.

(3) All cables will be concealed within the public utility pole or a cable shroud.

(4) All antennae mounting hardware, cable shrouds, and other equipment will be painted to match the structure on which it is mounted.

Sec. 122-112.57. - Cellular on wheels ("COW").

(a) COWs are allowed during:

(1) *Construction of a permanent wireless facility.*

- a. Not to exceed duration of one year; and

- b. Utilization of a COW will be included with the building permit associated with the wireless facility maintenance or replacement of equipment.
- (2) *Special events*. Utilization of the COW for a special event will require a temporary use permit as per article VII of this chapter. COW placement for a special event pursuant to a temporary use permit will be limited for a duration not to exceed 30 days unless approved by the city manager or designee.
- (3) *Emergency*. An emergency or disaster as determined by the city manager or designee and then for only so long as determined to be necessary by the city manager or designee.
- (b) COWs will be set back from all residential lot lines a minimum distance equal to the fully extended height of the COW.
- (c) Permitted power sources:
 - (1) A generator or other utility source will be used that emits an average noise level not to exceed 60 db, measured at any property line for property that is zoned or used for residential purposes; and
 - (2) Use of on-site utility services will require a building permit.

Sec. 122-112.63. - Amateur radio antennae.

- (a) *Antennae permitted*. Amateur radio antennae are permitted in all residential zoning districts subject to the following standards:
 - (1) Antenna structures are allowed up to 35 feet in height;
 - (2) Antenna structures shall comply with setback standards for the zoning district in which it is located;
 - (3) Antenna structures shall be located in the rear half of the lot;
 - (4) Antennae, including support structures, shall not extend beyond the property line; and
 - (5) When a federally licensed radio amateur no longer occupies the subject property, the antenna structure shall be removed.
- (b) *Amateur radio antennae with a conditional use permit*. All amateur radio antennae that exceed 35 feet in height shall require approval of a conditional use permit. Such antennae shall be of telescoping design and lowered to a height of no more than 35 feet when not in use. In no event shall an amateur radio antenna exceed a height of 75 feet.
- (c) *Commercial use*. Amateur radio antennae will not be used for any commercial use or purpose.

Clean Edits

Sec. 122-112. - Wireless Facilities Definitions.

The following definitions will apply in the interpretation and enforcement of this section, unless the context clearly requires otherwise. Any term or phrase not defined herein will be defined by the City Manager or designee. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The words "will" and "shall" are mandatory and not merely directory, and the word "may" is discretionary. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law, regulation or rule referred to herein are renumbered or amended, then the reference will be read to refer to the renumbered or amended provision.

Alternative tower structure. An innovative wireless tower design, such as a clock tower, grain silo, bell tower, false chimney, steeple, light pole, flag pole, windmill, and similar design mounting structures, that camouflage or conceal the presence of wireless antennae or towers. Alternative tower structures may also include utilization of a traffic signal streetlight pole or similar structure, or freestanding structure within a public right-of-way as approved by the city manager or designee on a case-by-case basis.

Amateur radio antenna. A freestanding or building-mounted structure, including any base, tower, pole, antenna, and appurtenances, intended for airway telecommunications purposes by a person holding a valid amateur radio (HAM) license issued by the Federal Telecommunications Commission (FCC).

Antenna. Communications equipment that transmits or receives electromagnetic radio frequency signals and that is used in providing wireless services.

Authorized person. The person(s), employee(s), agent(s), consultant(s), and contractor(s), authorized in writing by the applicant to complete and submit a wireless facility application on behalf of the applicant and who is authorized to receive any notices on behalf of the applicant of any action taken by the city regarding the wireless facility application.

Backhaul. The connection from a wireless facility base station to the core network of the internet.

Base station. The structure or equipment at a fixed location that enables wireless communications licensed or authorized by the FCC, between user equipment and a communications network. The term does not encompass a tower or monopole as defined in this chapter or any equipment associated with a tower or monopole:

- (1) The term includes, but is not limited to, equipment associated with wireless communications services, such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services.
- (2) The term includes, but is not limited to, radio transceivers, antennae, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including distributed antenna systems and small-cell networks).

- (3) The term includes any structure other than a tower or monopole that, at the time the relevant wireless facility application is filed with the city under this chapter, supports or houses equipment, and that has been reviewed and approved under the applicable zoning or siting process, or under another state, county or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.
- (4) The term does not include any structure that, at the time the relevant wireless facility application is filed with the city under this chapter, does not support or house equipment described in subsections (1) and/or (2) above.

Cell on wheels (COW). A mobile cell site that consists of a cellular antenna tower and electronic radio transceiver equipment on a truck or a trailer designed to be part of a cellular network and temporary in nature.

CITY. THE CITY OF SURPRISE, ARIZONA

Collocate or collocation. To install, mount, maintain, modify, operate, or replace wireless facilities on, within, or adjacent to a wireless support structure or utility pole.

Collocation, major. A collocation of a wireless facility where the proposed wireless facility equipment exceeds ten feet above the supporting structure and/or exceeds 50 feet above ground level.

Collocation, minor. A collocation of a wireless facility where the proposed wireless facility equipment does not exceed ten feet above the supporting structure and does not exceed 50 feet above ground level.

Conceal or concealment. Wireless facilities designed or disguised to look like something other than a wireless facility or base station.

Deemed approved. A wireless facility modification or building permit application that has been deemed approved upon the city's failure to act, and has become effective, as provided pursuant to the FCC, the state, and this chapter.

Existing. For purposes of this chapter, wireless facilities that were reviewed and approved under the applicable zoning or siting process in effect before the effective date of this section, provided that a tower that was not reviewed and approved prior to the effective date of this section, because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition.

FCC. The Federal Communications Commission or its successor.

Microcell. A device that is connected to aerial facilities and used solely for transmitting, processing, and receiving voice and data wireless telecommunications services, without any associated ground mounted equipment. The device is often referred to as an "ASME" (aerial strand mounted equipment).

Monopole. A wireless support structure composed of a single spire used to support communications equipment and having no guy wires or ground anchors. A monopole, **EXCLUDING MUNICIPAL TOWERS**, shall not be greater than 40 inches in diameter at ground level and shall have all of the wireless facilities mounted on the pole and wiring

contained inside of the pole. Includes monopalms, monocactus, monopines, and monobroadleaf wireless towers.

MUNICIPAL TOWER. A MONOPOLE OR TOWER ERECTED BY THE CITY AND LOCATED ON CITY PROPERTY FOR THE PURPOSE OF PROVIDING WIRELESS AND RADIO SERVICES TO SUPPORT ANY CITY ACTIVITIES.

Public right-of-way ("ROW"). The area on, below, or above a public roadway, highway, street, sidewalk, alley, or utility easement. Right-of-way does not include a federal interstate highway, a state highway, or state route under the jurisdiction of the department of transportation, a private easement, property that is owned by a special taxing district, or a utility easement that does not authorize the deployment sought by the wireless provider.

Rooftop-mounted wireless facility. A wireless facility with the antennae located on the roof of a building or on top of a structure and consisting of antennae, support structures, and accessory equipment which are adequately screened so as not to appear as stand-alone devices above the top of the roof line.

Site. For wireless facilities other than wireless facilities in the ROW, will mean, and refer to, the current boundaries of the property surrounding the wireless facility and any access or utility easements currently related to the site, and, for other wireless support structures, will mean and be further restricted to, that area in proximity to the structure and to other transmission equipment already deployed on the ground.

Site plan. A required plan, to scale, of a project area showing uses and structures both existing and proposed.

Small cell network. A collection of interrelated small cell facilities designed to deliver personal wireless services.

Small wireless facility ("SWF"). A wireless facility that meets both of the following qualifications:

- (1) All antennae are located inside an antenna enclosure of no more than six cubic feet in volume or, in the case of antennae that have exposed elements, the antennae and all of its exposed elements could fit within an imaginary enclosure of no more than six cubic feet; and
- (2) All other wireless equipment associated with the facility is cumulatively not more than 28 cubic feet in volume or 50 cubic feet in volume if the equipment was ground mounted before the effective date of this section. The following types of associated ancillary equipment are not included in the calculation of equipment volume pursuant to this subdivision:
 - a. An electric meter
 - b. Concealment elements
 - c. A telecommunications demarcation box
 - d. Grounding equipment
 - e. A power transfer switch

- f. A cutoff switch
- g. Vertical cable runs for the connection of power and other services

Structure-mounted wireless facility. A wireless facility with the antennae located on the wall or roof of a building or on the side or top of a structure, including collocating on an existing freestanding wireless facility and consisting of antennae, support structures, and accessory equipment.

Transmission equipment. Equipment that facilitates transmission for any wireless communication service licensed or authorized by the FCC, including, but not limited to, radio transceivers, antennae, coaxial or fiber-optic cable, and regular and back-up power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

Tower. Any structure built for the sole or primary purpose of supporting any antennae and their associated facilities, licensed or authorized by the FCC, such as structures that are constructed for wireless communications services, including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services, such as microwave backhaul, and the associated site.

Wireless facility.

- (1) Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including both of the following:
 - a. Equipment associated with wireless communications.
 - b. Radio transceivers, antennae, coaxial or fiber-optic cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration.
- (2) Includes SWFs.
- (3) Does not include the structure or improvements on, under, or within which the equipment is collocated, wireline backhaul facilities, coaxial or fiber-optic cable that is between wireless support structures or utility poles, or coaxial or fiber-optic cable that is otherwise not immediately adjacent to, or directly associated with, an antenna.
- (4) Does not include Wi-Fi radio equipment described in A.R.S. § 9-506(I) or microcell equipment described in A.R.S. § 9-584(E).

Wireless facility monopole modification, major. A modification of an existing wireless facility monopole where the proposed monopole and base station exceeds the greater of either:

- (1) An increase in height of the tower greater than ten feet; or
- (2) An increase of base station area greater than ten percent of the existing facility.

Wireless facility monopole modification, minor. A modification of an existing wireless facility monopole where the proposed monopole and base station does not exceed the greater of either:

- (1) An increase in height of the monopole less than ten feet; or
- (2) An increase of base station area less than ten percent of the existing facility.

Wireless support structure.

(1) Means:

- a. A freestanding structure, such as a monopole.
- b. A tower, either guyed or self-supporting.
- c. A sign or billboard.
- d. Any other existing or proposed structure designed to support, or capable of supporting, wireless facilities.

(2) Does not include a utility pole.

Sec. 122-112.1. - Wireless facilities **PROCESS MATRIX.**

The purpose of the wireless facility regulations is to encourage and promote wireless communications coverage for all areas of the city while minimizing the visual, environmental, and neighborhood impacts. Wireless facilities are allowed in all zoning districts, but the preferred wireless facility locations include settings having the least amount of visual and neighborhood impact. The wireless communications service providers will adhere to all applicable federal, state, and local regulations.

(a) *Cumulative classifications and application process matrix.*

Section	Request	Process Type	Maximum Review Time (days)
122-112.3	New monopole	2	150 – WIRELESS FACILITIES, NOT INCLUDING SWFS
	Monopole collocation	1	90 – WIRELESS FACILITIES, NOT INCLUDING SWFS
	Minor monopole modification	Building permit	60 – WIRELESS FACILITIES, NOT INCLUDING SWFS
	Major monopole modification	1	90 – WIRELESS FACILITIES, NOT INCLUDING SWFS
122-112.4	MUNICIPAL TOWERS	1	SUBJECT TO CITY REVIEW

122-112.5	Alternative wireless facility location	1	150 – WIRELESS FACILITIES, NOT INCLUDING SWFS
	Alternative facility location collocation	1	90 – WIRELESS FACILITIES, NOT INCLUDING SWFS
	Minor alternative facility location modification	Building permit	60 – WIRELESS FACILITIES, NOT INCLUDING SWFS
	Major alternative facility location modification	1	90 – WIRELESS FACILITIES, NOT INCLUDING SWFS
122-112.6	SWF in ROW	ROW encroachment permit AND MASTER LICENSE AGREEMENT	90 – NEW STRUCTURES; 60 – EXISTING STRUCTURES
	SWF outside of ROW	1	90 – NEW STRUCTURES 60 – EXISTING STRUCTURES
122-112.7	Wireless facilities other than defined herein	3	150
122-112.7	Cell on wheels ("COW")	BUILDING PERMIT	90
	Amateur radio antennae	Building permit	75
	Amateur radio antennae greater than 35 feet	3	150

(b) All changes will be measured cumulatively to preserve the limits established by federal, state, and local law.

SEC. 122-112.2. - WIRELESS FACILITIES GENERAL PROVISIONS

(a) ALL WIRELESS FACILITIES, WHETHER A SITE FOR A CELL TOWER, MACRO CELL SITE, SMALL WIRELESS FACILITIES (SWF), OR ANY OTHER TYPE OF

WIRELESS FACILITY SHALL REQUIRE REVIEW AND APPROVAL BY THE CITY. SUCH REVIEW AND APPROVAL SHALL BE REQUIRED FOR ALL NEW FACILITIES AS WELL AS FOR ANY MODIFICATION, AND COLLOCATION APPLICATIONS.

- (b) **WITH THE EXCEPTION OF SWFS**, all wireless facilities will identify a single parking space for the facility. If the location is on a separate parcel, owner authorization will be required.

(c) **ALL Base stations SHALL ADHERE TO THE FOLLOWING CRITERIA:**

(1) **WHEN** Located outside **OF** the ROW **BUT NOT ON CITY PROPERTY:**

- a. Will comply with the height and yard development standards of the underlying zoning district, except as provided herein.
- b. Will be located underground, inside buildings, or behind solid decorative concrete masonry unit ("CMU") walls with a height equal to or exceeding the height of the base station, but no higher than eight feet above grade.
- c. An enclosed base station will occupy no more than 600 square feet.

(2) **WHEN** Located within the ROW:

- a. Are exempt from yard development standards, but will be located as far away from the street as possible.
- b. Unless allowed by federal, state, or local law, no advertisements or identifying logos will be placed on any structure within the ROW.
- c. Enclosures are limited to six cubic feet.
- d. Will be located outside the sight visibility triangle.

(d) **MAXIMUM HEIGHTS.**

(1) **EXCEPT FOR MUNICIPAL TOWERS, THE MAXIMUM HEIGHT OF ANY WIRELESS SUPPORT STRUCTURE OR BASE STATION, EXCLUDING ANTENNAE, IN ANY ZONING DISTRICT SHALL NOT EXCEED SIXTY-FIVE (65) FEET ABOVE THE FINISHED GRADE OF THE SITE. EXCEPT FOR MUNICIPAL TOWERS, THE MAXIMUM HEIGHT OF THE ANTENNAE ATTACHED TO ANY SUCH WIRELESS SUPPORT STRUCTURE OR BASE STATION SHALL NOT EXCEED EIGHTY (80) FEET ABOVE THE FINISHED GRADE OF THE SITE, IN ANY ZONING DISTRICT.**

(2) **THE MAXIMUM HEIGHT OF ANY UTILITY POLE DESIGNED TO SUPPORT OR CAPABLE OF SUPPORTING WIRELESS FACILITIES, EXCLUDING ANTENNAE, SHALL NOT EXCEED SIXTY-FIVE (65) FEET ABOVE THE FINISHED GRADE OF THE SITE, IN ANY ZONING DISTRICT. EXCEPT FOR MUNICIPAL TOWERS, THE MAXIMUM HEIGHT OF THE ANTENNAE ATTACHED TO ANY SUCH UTILITY POLE DESIGNED TO SUPPORT OR CAPABLE OF SUPPORTING WIRELESS FACILITIES SHALL NOT EXCEED EIGHTY (80) FEET ABOVE THE FINISHED GRADE OF THE SITE, IN ANY ZONING DISTRICT.**

(e) When installing the wireless facility, installation will minimize the removal of existing mature vegetation at the site or such vegetation will be replaced. Any change in site landscape must be consistent with a city approved landscape plan as required by this chapter.

(f) *Appeals.*

- (1) The decision of the community development director or designee may be appealed to the planning and zoning commission. The planning and zoning commission shall use the same criteria used to review the original application. Appeals to the planning and zoning commission must be taken within 30 calendar days of the date of the determination by the community development director or designee. The appeal will be heard at the next available regularly scheduled meeting, but not later than 60 calendar days from the notice of appeal.
- (2) The decision of the planning and zoning commission may be appealed to the mayor and city council, whose decision will be final. The mayor and city council shall use the same criteria used to review the original application. Appeals to the mayor and city council must be taken within 15 calendar days of the date of the determination by the planning and zoning commission. The appeal will be heard at the next available regularly scheduled meeting, but no later than 30 calendar days from the notice of appeal.

(g) *Discontinuation of use.*

- (1) In the event the use of any wireless facility has been discontinued for a period of 90 consecutive days, the wireless facility will be deemed to be abandoned. Upon such abandonment, the owner and/or operator of the **WIRELESS FACILITY** and/or **THE** property owner **ON WHOSE LAND THE MONOPOLE IS LOCATED** will have an additional 90 days to:
 - a. Reactivate the use of the wireless facility or transfer the wireless facility to another owner/operator who makes active use of the wireless facility; or
 - b. Dismantle and remove the wireless facility. Upon removal of the wireless service facility, the site will be returned to its built or natural state and topography and vegetated consistent with the natural surroundings.

Sec. 122-112.3 - Monopoles.

Monopole installations, modifications, collocations.

(a) *Timing.* An application for a new monopole installation, modification, or collocation will be processed within the following amount of days of the filing of the application, unless tolled by mutual agreement:

- (1) New monopole - maximum of 150 days **FOR WIRELESS FACILITIES, NOT INCLUDING SWFS.**

- (2) Collocations - maximum of 90 days **FOR WIRELESS FACILITIES, NOT INCLUDING SWFS.**
- (3) Minor **MONOPOLE** modification - maximum of 60 days **FOR WIRELESS FACILITIES, NOT INCLUDING SWFS.**
- (4) Major monopole modification - maximum of 90 days **FOR WIRELESS FACILITIES, NOT INCLUDING SWFS.**

(b) *Submittal requirements.*

- (1) Narrative describing the proposed wireless facility site;
- (2) A site plan showing the subject property and adjacent properties; all existing and proposed buildings on the subject property and their purpose; the specific placement of the base station and cell tower, including type and extent and point of entry on the site; all proposed changes to the existing site, including grading, vegetation, roads, sidewalks, and driveways signed and sealed by a professional registrant from the state including expiration date;
- (3) A landscape plan showing specific placement of existing and proposed vegetation, trees, and shrubs, identified by species and size of specimen at installation in accordance with city landscape regulations;
- (4) A grading and drainage plan of the project site as determined necessary by the city manager or designee;
- (5) Existing (before condition) photographs and proposed (after condition) photosimulations of the proposed wireless facility from ROW adjacent to the site. Such photosimulations shall include, but not be limited to, superimposed representations of the proposed base station and tower to show what will be seen from ROW and residential structures and properties adjacent to the site;
- (6) Elevations will show the following:
 - a. Dimensions of all equipment and poles specified for all three dimensions: height, width and depth; and
 - b. Materials of the base station and security barrier, if any, specified by generic type and specific treatment, such as brick, masonry with stucco finish, anodized aluminum, stained wood, etc.
- (7) Collocation submittals, including signed statements indicating:
 - a. The applicant agrees to allow for the potential collocation of additional wireless facilities by other wireless service providers and carriers on the applicant's structure or facility or within the same site; and
 - b. The applicant has made a good faith effort to achieve collocation with other carriers and facilities as required in this section, and if collocation is not feasible for this application for a substantial technical or other reason(s), a written statement of the reasons for the infeasibility.
- (8) An executed lease agreement with the owner or landholder that:
 - a. Allows the landholder to enter into leases with other providers;

- b. Specifies that if the carrier fails to remove the base station and tower when required by this chapter, the responsibility for removal falls upon the landholder; and
- c. Allows entry by the city and its agent for the purpose of inspection and compliance with city codes.

(c) *Review.*

- (1) New monopole applications will be processed as a type II site plan design review, found in article XII of this chapter.
- (2) Collocations, major modifications, and monopoles on city property will be processed as an administrative type I site plan design review, found in article XII of this chapter.
- (3) Minor modifications will be processed as a building permit.

(d) **SPECIFIC** Design standards **FOR MONOPOLES.**

- (1) A MONOPOLE SHALL NOT BE GREATER THAN 40 INCHES IN DIAMETER AT GROUND LEVEL, EXCEPT FOR THE MONOPALM, MONOCACTUS, MONOPINE, AND MONOBROADLEAF AS DELINEATED BELOW, OR A MUNICIPAL TOWER, AND HAVE ALL OF THE WIRELESS FACILITIES MOUNTED ON THE MONOPOLE OR INTERIOR TO THE POLE IN THE CASE OF THE MONOCACTUS.
- (2) All wireless facilities will be designed to blend into the architecture and landscape of the SURROUNDING area in which THEY ARE placed;
- (3) All wireless facility antennae, mounting hardware, and cabling shall be covered or painted to match the color of the monopole on which it is mounted;
- (4) *Setbacks.* WITH THE EXCEPTION OF MUNICIPAL TOWERS, The setback FOR all monopoles shall meet the yard development standards and setback requirements of the underlying zoning district, except as otherwise permitted herein. The setback shall be measured from the lot line to the MONOPOLE. Additionally, all MONOPOLES shall be set back from any residential lot line a distance equal to twice the height of the MONOPOLE and from any nonresidential lot line a distance equal to the designed fall distance of the MONOPOLES; and
- (5) *Wireless facility identification.* Each wireless facility shall be identified by a permanently installed plaque or marker on the door of the base station, no larger than four inches by six inches, clearly identifying the wireless service provider's name, address, e-mail contact, and emergency phone number. The plaque or marker required by this section shall be revised within 30 days of any change in the required information/content.
- (6) *MonopalmS.*
 - a. A MONOPALM Will contain a minimum of 55 palm fronds that disguise the length of the antenna;

- b. The stand-off mounting arm apparatus of the antenna array will not extend more than 30 inches from the structure to which it is attached;
- c. The pole structure will be clad with faux bark that begins at the base of the pole structure and continues to the height of the first palm frond attachment. The balance of the pole structure and the attachments will be painted to blend with the palm fronds;
- d. The diameter of the pole structure will not exceed 26 inches at its widest point;
- e. The maximum height of the pole structure, excluding antennae, will be limited to 65 feet above the finished grade of the site. The maximum height of the antennae attached to a monopalm will not exceed 80 feet above the finished grade of the site;
- f. No more than two microwave dishes will be permitted on each monopalm. Microwave dishes will be limited to one square foot in size and will be concealed within the monopalm, trimmed leaf cluster, or palm fronds;
- g. The trimmed leaf cluster will be mounted directly below the palm fronds and will be painted to blend with the pole structure; and

(7) *Monocactus.*

- a. The monocactus structure will be clad with a faux finish that resembles a saguaro cactus from the base of the structure and continue to the top of the structure;
- b. The diameter of the monocactus structure will not exceed 34 inches at its widest point and will have a natural appearing taper from the bottom to the top;
- c. The **TOTAL** height of the monocactus structure will not exceed 30 feet height;
- d. All antennae and cables will be concealed within the monocactus structure; and
- e. External microwave dishes are prohibited on the monocactus structure.

(8) *Monopine or monobroadleaf.*

- a. The **MONO** pole structure will be clad with faux bark. The faux bark will start at the base of the **MONO** pole structure and continue to the height of the first branch attachment. The balance of the pole structure and the attachments will be painted to blend with the branches;
- b. The diameter of the pole structure will not exceed 36 inches at the base and will taper to no greater than 28 inches at the top of the pole structure;
- c. The maximum height of the pole structure will be limited to 65 feet above the finished grade of the site. The maximum height of the antennae attached to the pole structure will not exceed 80 feet above the finished grade of the site;
- d. Branches.
 - 1. Will be constructed to a density of no less than two and one-half branches for each one vertical foot of pole;

2. Will start no less than 15 feet above finished grade and continue to the top of the pole structure; and
 3. Will be a minimum of eight feet long around the circumference of the lower level and will taper as the branches progress upward, consistent with the species of tree imitated by the structure. The branches will approximate the appearance of a particular deciduous tree species grown in the vicinity of the site and that grows to approximately the same height of the monopine or monobroadleaf.
- e. The entire length of all antennae and their attaching apparatus will be disguised by the branches, and the stand-off mounting arm apparatus of the antenna array will not extend more than 30 inches from the pole structure to which it is attached;
 - f. Microwave dishes will be limited to one square foot in size. Dishes and attaching apparatus will be painted to blend with the branches;
 - g. No more than four microwave dishes are permitted per monopine or monobroadleaf tree; and
 - h. Climbing pegs are prohibited on the pole structure.

(9) *Alternative **SUPPORT** structure.*

- a. The maximum allowable width of an antennae array is four feet. There is no width limit for antennae arrays installed inside an alternative tower structure.
- b. The antennae will not extend more than 18 inches from the structure to which it is attached. This restriction does not apply to antennae arrays installed inside an alternative tower structure.
- c. The maximum allowable length of each antennae array is ten feet.
- d. No more than two microwave dishes, limited to two square feet in size each, will be permitted on each alternative tower structure.
- e. All microwave dishes, antennae, cable shrouds, and attaching apparatus will be painted to match the alternative tower structure.

(e) *Industrial zoning districts.*

- (1) The stand-off mounting arm apparatus of the antennae array will not extend, in any direction, more than 30 inches from the structure to which it is attached.
 - a. The diameter of the monopole structure will not exceed 26 inches at its widest point;
 - b. The maximum height of the monopole structure, excluding antennae, will be limited to 65 feet above the finished grade of the site. The maximum height of the antennae attached to a monopole will not exceed 80 feet above the finished grade of the site;
 - c. No more than two microwave dishes will be permitted on each monopole. Microwave dishes will be limited to two square feet in size; and

- (f) All other wireless facilities that do not fall under any of the subsections regarding wireless facilities will follow the type III conditional use permit process found in article XII of this chapter. In addition to complying with the CUP criteria, any application under this subsection will comply with the following:
- (1) Aesthetics standards;
 - (2) Setback and height restrictions;
 - (3) Safety concerns including, but not limited to, fall zones, and buffering;
 - (4) Environmental;
 - (5) Protections of property values; and
 - (6) *Timing*. Applications processed pursuant to this subsection will be acted upon within 150 days of submittal of a complete application.

Sec. 122-112.4. - Municipal Towers.

(a) TYPES OF MUNICIPAL TOWERS.

(1) TYPE A MUNICIPAL TOWERS WILL BE SET BACK OR LOCATED A DISTANCE EQUAL TO, OR GREATER THAN, TWICE THE HEIGHT OF THE MUNICIPAL TOWER FROM RESIDENTIALLY ZONED PROPERTIES.

(2) TYPE B MUNICIPAL TOWERS WILL BE SET BACK OR LOCATED A DISTANCE EQUAL TO, OR GREATER THAN, TWICE THE HEIGHT OF THE MUNICIPAL TOWER FROM RESIDENTIALLY ZONED PROPERTIES.

(b) *REVIEW*. ALL MUNICIPAL TOWERS ARE SUBJECT TO A TYPE 1 ADMINISTRATIVE REVIEW.

(c) *TIMING*. ALL NEW MUNICIPAL TOWERS, ALL COLLOCATIONS TO MUNICIPAL TOWERS, AND ANY MODIFICATIONS TO MUNICIPAL TOWERS ARE SUBJECT TO CITY REVIEW.

(d) *HEIGHT*. ALL TYPES OF MUNICIPAL TOWERS ARE UNRESTRICTED IN THEIR MAXIMUM HEIGHT, SUBJECT TO THE SETBACK REQUIREMENTS SET FORTH HEREIN.

(e) *COLLOCATIONS*. ALL MUNICIPAL TOWERS ARE INTENDED ONLY FOR CITY USE. ANY COLLOCATIONS ONTO A MUNICIPAL TOWER MUST BE PERFORMED BY THE CITY OR ON BEHALF OF THE CITY BY A CITY CONTRACTOR AT THE CITY'S INSTRUCTION.

(f) DESIGN REQUIREMENTS.

(1) TYPE A MUNICIPAL TOWERS MAY HAVE NO DESIGN REQUIREMENTS.

(2) TYPE B MUNICIPAL TOWERS SHALL HAVE A STEALTH DESIGN. BY WAY OF EXAMPLE ONLY: USE OF MONOPALM, MONOCACTUS, MONOPINE, OR MONOBROADLEAF DESIGNS IF THE TYPE B MUNICIPAL TOWER IS A MONOPOLE STRUCTURE.

Sec. 122-112.5 - Alternative wireless facility locations.

Alternative wireless facilities include locations such as building/structure mounted, roof mounted, recreational light poles, and water tower/tank facilities. Design of the mounting structures will camouflage or conceal the presence of a wireless facility.

(a) *Timing.* An application for a new alternative wireless facility installation, modification, or collocation will be processed within the following amount of days of the filing of the application, unless tolled by mutual agreement:

- (1) New alternative wireless facility - maximum of 150 days **FOR WIRELESS FACILITIES, NOT INCLUDING SWFS.**
- (2) Minor alternative wireless facility modification - maximum of 60 days **FOR WIRELESS FACILITIES, NOT INCLUDING SWFS.**
- (3) Collocations or major modification of alternative wireless facility - maximum of 90 days **FOR WIRELESS FACILITIES, NOT INCLUDING SWFS.**

(b) *Submittal requirements.*

- (1) Narrative describing the proposed wireless facility site;
- (2) A site plan showing the subject property and adjacent properties; all existing and proposed buildings on the subject property and their purpose; the specific placement of the base station and cell tower, including type and extent and point of entry on the site; all proposed changes to the existing site, including grading, vegetation, roads, sidewalks, and driveways signed and sealed by a professional registrant from the state including expiration date;
- (3) A landscape plan showing specific placement of existing and proposed vegetation, trees, and shrubs, identified by species and size of specimen at installation in accordance with city landscape guidelines;
- (4) A grading and drainage plan of the project site as determined necessary by the city manager or designee;
- (5) Existing (before condition) photographs and proposed (after condition) photosimulations of the proposed wireless facility from ROW adjacent to the site. Such photosimulations shall include, but not be limited to, superimposed representations of the proposed base station and tower to show what will be seen from ROW and residential structures and properties adjacent to the site;
- (6) Elevations will show the following:
 - a. Dimensions of all equipment and poles specified for all three dimensions: height, width and depth; and

- b. Materials of the base station and security barrier, if any, specified by generic type and specific treatment, such as brick, masonry with stucco finish, anodized aluminum, stained wood, etc.

(7) Collocation submittals, including signed statements indicating:

- a. The applicant agrees to allow for the potential collocation of additional wireless facilities by other wireless service providers and carriers on the applicant's structure or facility or within the same site; and
- b. That the applicant has made a good faith effort to achieve collocation with other carriers and facilities as required in this section, and if collocation is not feasible for this application for a substantial technical or other reason(s), a written statement of the reasons for the infeasibility.

(8) An executed lease agreement with the owner or landholder that:

- a. Allows the landholder to enter into leases with other providers;
- b. Specifies that if the carrier fails to remove the base station and tower when required by this chapter, the responsibility for removal falls upon the landholder; and
- c. Allows entry by the city and its agent for the purpose of inspection and compliance with city codes.

(c) *Review.*

- (1) New alternative wireless facilities, collocations, major modifications, and alternative wireless facilities on city property will be processed as an administrative type I site plan design review, found in article XII of this chapter.
- (2) Minor modifications of an alternative wireless facility will be processed as a building permit.

(d) *Design standards.*

(1) *Building- or structure-mounted facilities.*

- a. Antennae will be mounted on a building wall or side of a structure to the maximum extent practicable. If the applicant demonstrates that it is not feasible to mount the antennae on a building wall or side of a structure, the antennae may be mounted on the roof or top of the structure, provided the facility complies with all other applicable standards;
- b. A building- or structure-mounted wireless facility shall not be located on a building with primarily residential uses;
- c. Antennae may encroach into a side or rear setback a maximum of two feet, but will not extend over a property line; and
- d. Antennae mounted on a building wall or side of a structure shall comply with the following standards:
 - 1. Antennae will be mounted flush to the building wall or side of a structure to the maximum extent practicable, unless technical reasons dictate another

type of installation, and will not extend above the roof line or parapet of the building or top of the structure;

2. Support structures, accessory equipment including equipment cabinets, and all other appurtenances shall be fully screened from view and not visible from the ground; and
3. Antennae shall be painted a color to match the building or structure to which they are mounted or will be camouflaged as part of the building architecture in a city-approved building elevation.

(2) Rooftop-mounted facilities.

- a. Rooftop-mounted wireless facilities are not permitted on portions of buildings with pitched roofs.
 1. A rooftop-mounted wireless facility shall not be located on a building with primarily residential uses.
 2. A wireless facility located on a building rooftop or top of structure shall comply with the following standards:
 - i. Antennae, support structures, accessory equipment, and all other appurtenances shall be fully screened from view through the use of architecturally compatible features, screening materials, and colors that match the building or structure to which the facility is mounted.
 - ii. Antennae shall not extend above the parapet of the roof of the structure to which they are mounted.

(3) Recreation field light poles.

- a. The maximum allowable width of an antennae array is four feet.
- b. The stand-off mounting arm apparatus of the antennae array will not extend more than 30 inches from the structure to which it is attached.
- c. The maximum allowable length of each antenna is ten feet.
- d. The diameter of the pole structure will not exceed 36 inches.
- e. The addition of a wireless facility to a recreation field light will not increase the height of the light structure by more than ten feet.
- f. All cables will be concealed within the pole structure.
- g. No more than two external microwave dishes, limited to two square feet each, are permitted on each recreation field light pole.
- h. All microwave dishes, antennae, and attaching apparatus will be painted to match the recreation field light pole.

(4) Water towers/tanks.

- a. The maximum allowable width of an antennae array is four feet. There is no width limit for antennae arrays installed inside a faux water tower/tank.

- b. The antenna will not extend more than 18 inches from the structure to which it is attached. This restriction does not apply to antennae installed inside a faux water tower/tank.
- c. The maximum allowable length of each antennae array is ten feet.
- d. The addition of a wireless facility will not increase the height of the water tower/tank structure greater than ten feet.
- e. All cables will be concealed within the support structure or fully enclosed within a cable shroud.
- f. No more than two microwave dishes, limited to two square feet in size will be permitted on each water tower or water tank.
- g. All microwave dishes, antennae, cable shrouds, and attaching apparatus will be painted to match the water tower or water tank.

Sec. 122-112.6 - Small wireless facility ("SWF").

General requirements.

- (a) SWFs in ROW require a master license agreement approved by the city.
- (b) *Timing.* An application for a new SWF installation or modification to an existing SWF will be processed within the following amount of days of the filing of the application, unless tolled by mutual agreement:
 - (1) SWFs in ROW - maximum of 90 days **FOR NEW STRUCTURES AND 60 DAYS FOR EXISTING STRUCTURES.**
 - (2) SWFs outside ROW - maximum of 90 days.
- (c) *Submittal requirements.*
 - (1) SWFs in ROW:
 - a. Completed SWF ROW encroachment form;
 - b. Completed building permit;
 - c. Site plan;
 - d. Before and after elevations of the facility; and
 - e. Additional information may be required by the city manager or designee to determine compliance with federal, state, and city laws.
 - (2) SWFs outside of ROW:
 - a. Completed SWF application;
 - b. Site plan;
 - c. Before and after elevations of the facility; and
 - d. Additional information may be required by the city manager or designee to determine compliance with federal, state, and city laws.
- (d) *Review.*

- (1) Review of SWF installations and modifications within the ROW will be processed as a building permit.
- (2) New SWFs located on property other than ROW will be processed as an administrative type I site plan design review, found in article XII of this chapter.

(e) *Design standards.*

- (1) The components of a SWF will be mounted a minimum of 12 feet above the existing grade of the wireless support structure to which it is attached.
- (2) A replacement or new pole is allowed a ten percent height increase, not to exceed 50 feet total.
- (3) All cables will be concealed within the public utility pole or a cable shroud.
- (4) All antennae mounting hardware, cable shrouds, and other equipment will be painted to match the structure on which it is mounted.

Sec. 122-112.7. - Cellular on wheels ("COW").

(a) COWs are allowed during:

- (1) *Construction of a permanent wireless facility.*
 - a. Not to exceed duration of one year; and
 - b. Utilization of a COW will be included with the building permit associated with the wireless facility maintenance or replacement of equipment.
- (2) *Special events.* Utilization of the COW for a special event will require a temporary use permit as per article VII of this chapter. COW placement for a special event pursuant to a temporary use permit will be limited for a duration not to exceed 30 days unless approved by the city manager or designee.
- (3) *Emergency.* An emergency or disaster as determined by the city manager or designee and then for only so long as determined to be necessary by the city manager or designee.

(b) COWs will be set back from all residential lot lines a minimum distance equal to the fully extended height of the COW.

(c) Permitted power sources:

- (1) A generator or other utility source will be used that emits an average noise level not to exceed 60 db, measured at any property line for property that is zoned or used for residential purposes; and
- (2) Use of on-site utility services will require a building permit.

Sec. 122-112.8. - Amateur radio antennae.

(a) *Antennae permitted.* Amateur radio antennae are permitted in all residential zoning districts subject to the following standards:

- (1) Antenna structures are allowed up to 35 feet in height;
 - (2) Antenna structures shall comply with setback standards for the zoning district in which it is located;
 - (3) Antenna structures shall be located in the rear half of the lot;
 - (4) Antennae, including support structures, shall not extend beyond the property line; and
 - (5) When a federally licensed radio amateur no longer occupies the subject property, the antenna structure shall be removed.
- (b) *Amateur radio antennae with a conditional use permit.* All amateur radio antennae that exceed 35 feet in height shall require approval of a conditional use permit. Such antennae shall be of telescoping design and lowered to a height of no more than 35 feet when not in use. In no event shall an amateur radio antenna exceed a height of 75 feet.
- (c) *Commercial use.* Amateur radio antennae will not be used for any commercial use or purpose.

Citizen Participation Report

Zoning Text Amendment for Municipal Towers

Case FS20-114

April 20, 2020

Project Summary:

The City of Surprise requests a Zoning Text Amendment to allow for Municipal Towers to support City activities.

Advertising:

Because of the COVID-19 health emergency, the Citizen Review meeting was held online via WebEx meeting. Refer to the attached advertisement.

Attendance:

There was a single attendee to the meeting, Vice Mayor Chris Judd. The merits of the proposal were discussed. There were no concerns expressed.

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Email: legals@newszap.com
Call: 623-972-6101



CITY OF SURPRISE PUBLIC NOTICE

Take notice that at the date, time, and place listed below, the City of Surprise will hold a Public Hearing for approval of a City of Surprise Zoning Code Text Amendment (Case FS20-114) to provide development standards for Municipal Monopoles.

Community Development Department may be contacted prior to the scheduled meeting for additional information. City of Surprise Planner: Hobart Wingard, 623-222-3156, hobart.wingard@surpriseaz.gov

DATE: Planning and Zoning Commission – May 7, 2020
City Council – May 19, 2020

TIME: 6:00 PM

LOCATION: Surprise City Hall, Council Chambers
16000 North Civic Center Plaza
Surprise, Arizona 85374

At this meeting any member of the public may appear and be heard relative to this petition or may submit written comments at any time prior to the Public Hearing. All written comments regarding this petition will be made part of the record of the City. Any interested party may obtain an agenda 24 hours prior to the Public Hearing at the Surprise City Hall. Please note that this item will be placed on the next available agenda should the meeting be canceled or quorum be lost.

Publish: Daily Independent, March 24, Surprise Independent, April 1, 2020/400894

CITY OF SURPRISE CITIZEN REVIEW MEETING

Take notice that at the date, time, and place listed below, there will be a Citizen Review meeting to discuss the below-referenced project. Due to the current COVID-19 public health emergency, the meeting will be conducted electronically using a computer interface program known as WebEx. By using a computer and the access information provided below, any member of the public may participate and be heard relative to this project. The City of Surprise Community Development Department may be contacted prior to the scheduled meeting for additional information.

City of Surprise Planner: Hobart Wingard, 623-222-3156, hobart.wingard@surpriseaz.gov

CITIZEN REVIEW MEETING DETAILS

DATE: Monday, April 20, 2020
TIME: 6:00 PM
ONLINE ACCESS: Webex Online Meeting
 602-666-0783
 Meeting number (access code): 969 976 311
 Meeting password: z3yJUPvms63
 Project Visuals: <https://www.surpriseaz.gov/Calendar>

PROJECT DESCRIPTION: Request for a Zoning Code Text Amendment to the City of Surprise Municipal Code providing development standards for Municipal Monopoles.
Project Case FS20-114.

Publish: Daily Independent, March 28, Surprise Independent, April 1, 2020/402106

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or search online: www.PublicNoticeAds.com

CITY OF SURPRISE PUBLIC NOTICE

Take notice that at the date, time, and place listed below, the City of Surprise will hold a Public Hearing at the request of Maplewood Rolling Hills LLC, for approval of a Rezone (Case FS18-688) of 71.91 acres located 400 feet south of the southwest corner of Bell Road and 115th Avenue.

Legal Description: Located in a portion of Section 1, Township 3 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, City of Surprise Arizona.

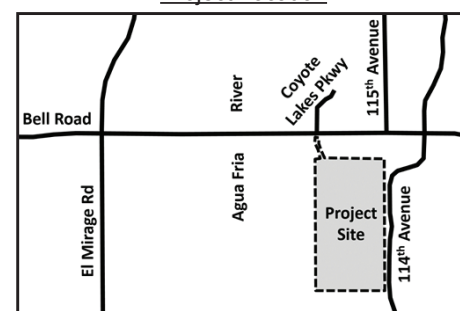
Community Development Department may be contacted prior to the scheduled meeting for additional information. City of Surprise Planner: Hobart Wingard, 623-222-3156, hobart.wingard@surpriseaz.gov

DATE: Planning and Zoning Commission – May 7, 2020
City Council – May 19, 2020

TIME: 6:00 PM

LOCATION: Surprise City Hall, Council Chambers
16000 North Civic Center Plaza
Surprise, Arizona 85374

Project Location



At this meeting any member of the public may appear and be heard relative to this petition or may submit written comments at any time prior to the Public Hearing. All written comments regarding this petition will be made part of the record of the City. Any interested party may obtain an agenda 24 hours prior to the Public Hearing at the Surprise City Hall. Please note that this item will be placed on the next available agenda should the meeting be canceled or quorum be lost.

Publish: Daily Independent, March 24, Surprise Independent, April 1, 2020/400894



FS20-114

Wireless Facilities / Municipal Towers

Zoning Text Amendment

City Council – October 6, 2020



PURPOSE

Primary: Introduce Municipal Towers

**Revise Timetables to Reflect State and
Federal Regulations**

General Housekeeping of Text



MUNICIPAL TOWERS

Municipal Tower

A monopole or tower erected by the city and located on city property for the purpose of providing wireless and radio services to support public safety services.

Purpose

To provide dedicated wireless and radio services located on city property for public safety and essential services.



MUNICIPAL TOWERS

Planning and Zoning Commission raised concerns regarding aesthetics for nearby residential properties. Staff proposes Municipal Towers that will be classified into one of two types. The type of tower would depend on the property characteristics

Type 'A' – For towers that require increased heights to obtain 'Line of Sight' communications with other city wireless facilities.

Type 'B' – For towers located on properties that are smaller and are located near residentially zoned properties.

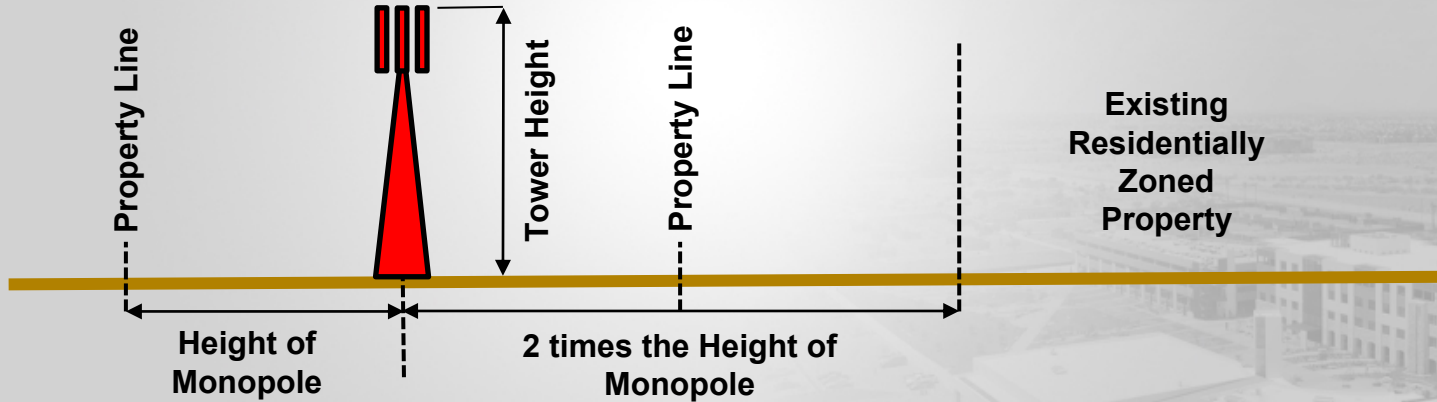


TYPE 'A' TOWERS

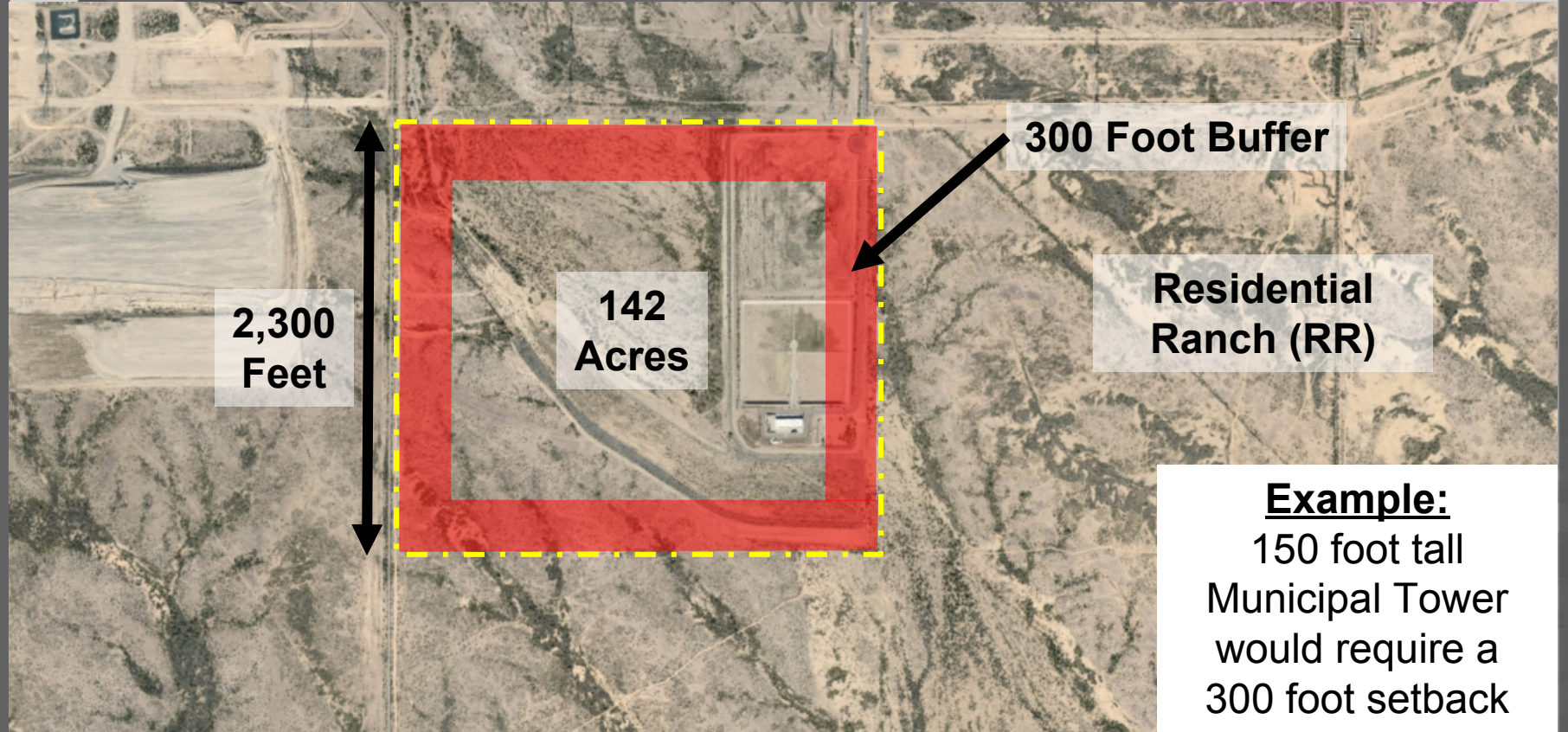
1. TYPE A:

- *City owned property only*
- *No disguising design requirements.*
- *Municipal Towers will maintain a setback distance equal to, or greater than, twice the height of the municipal tower from residentially zoned properties*

TYPE 'A' TOWERS



TYPE 'A' TOWERS



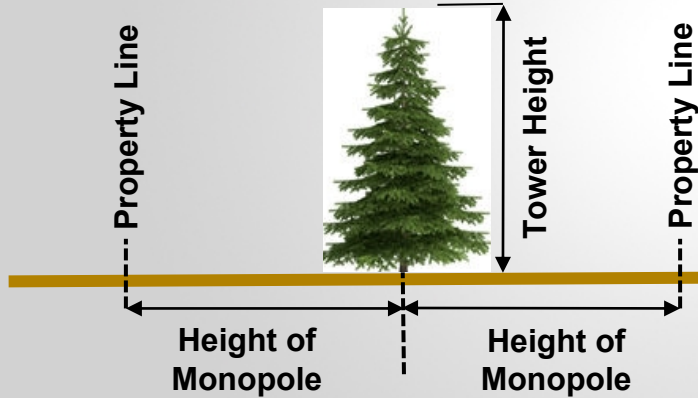


TYPE 'B' TOWERS

1. TYPE B:

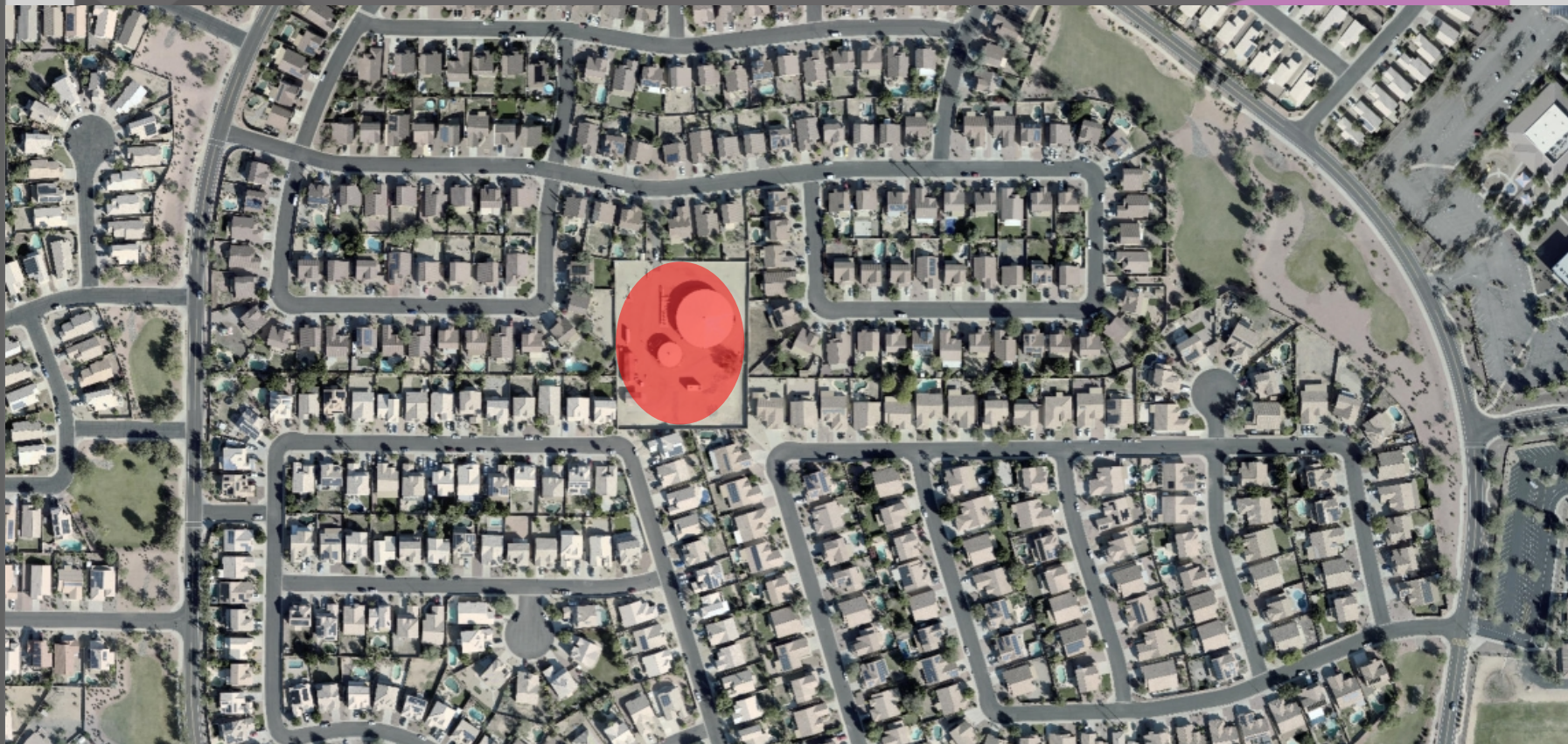
- *City owned property only*
- *Towers will be disguised as a monopalm, monocactus, monopine, monobroadleaf, or similar design*
- *Municipal towers will maintain a setback equal to, or greater than, the height of the municipal tower from residentially zoned properties*

TYPE 'B' TOWERS



Existing
Residentially
Zoned
Property

TYPE 'B' TOWERS





QUESTIONS OR COMMENTS?

Thank You

ORDINANCE # 2020-16

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING CHAPTER 122, ARTICLE VI, DIVISION 10, SECTIONS 122-112, 122-112.1, 122-112.2, 122-112.3, 122-112.4, 122-112.5, 122-112.6; ADDING SECTION 122-112.7; INCLUDING SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND REPEALING CONFLICTING ORDINANCES.

WHEREAS, advances in technology have created a need for wireless facilities and services for City infrastructure and communications;

WHEREAS, the Federal Communications Commission (FCC) has issued presumptively reasonable periods of time for municipalities to act on siting applications, and the City wishes to reflect these periods of time within its processes; and

WHEREAS, the City wishes to preserve its ability to control City real property and facilities by requiring lease and license agreements for use of City property and facilities outside of the public rights-of-way.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Surprise, Arizona, as follows:

Section 1. Chapter 122, Article VI, Division 10, Sections 122-112, 122-112.1, 122-112.2, 122-112.3, 122-112.4, 122-112.5, and 122-112.6 of the Surprise Municipal Code is hereby amended as to read as described on attached Exhibit A, and incorporated by this reference.

Section 2. Chapter 122, Article VI, Division 10, Section 122-112.7 the Surprise Municipal Code is hereby created to read as described on attached Exhibit A.

Section 3. All ordinances, resolutions or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of these amendments to the municipal code adopted herein is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 5. This ordinance will become effective at the time and manner prescribed by law.

SIGNATURES ON THE FOLLOWING PAGE

PASSED AND ADOPTED this _____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

Sec. 122-112. - ~~[Wireless Facilities]~~—Definitions.

The following definitions will apply in the interpretation and enforcement of this section, unless the context clearly requires otherwise. Any term or phrase not defined herein will be defined by the City Manager or designee. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The words "will" and "shall" are mandatory and not merely directory, and the word "may" is discretionary. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law, regulation or rule referred to herein are renumbered or amended, then the reference will be read to refer to the renumbered or amended provision.

Alternative tower structure. An innovative wireless tower design, such as a clock tower, grain silo, bell tower, false chimney, steeple, light pole, flag pole, windmill, and similar design mounting structures, that camouflage or conceal the presence of wireless antennae or towers. Alternative tower structures may also include utilization of a traffic signal streetlight pole or similar structure, or freestanding structure within a public right-of-way as approved by the city manager or designee on a case-by-case basis.

Amateur radio antenna. A freestanding or building-mounted structure, including any base, tower, pole, antenna, and appurtenances, intended for airway telecommunications purposes by a person holding a valid amateur radio (HAM) license issued by the Federal Telecommunications Commission (FCC).

Antenna. Communications equipment that transmits or receives electromagnetic radio frequency signals and that is used in providing wireless services.

Authorized person. The person(s), employee(s), agent(s), consultant(s), and contractor(s), authorized in writing by the applicant to complete and submit a wireless facility application on behalf of the applicant and who is authorized to receive any notices on behalf of the applicant of any action taken by the city regarding the wireless facility application.

Backhaul. The connection from a wireless facility base station to the core network of the internet.

Base station. The structure or equipment at a fixed location that enables wireless communications licensed or authorized by the FCC, between user equipment and a communications network. The term does not encompass a tower or monopole as defined in this chapter or any equipment associated with a tower or monopole:

- (1) The term includes, but is not limited to, equipment associated with wireless communications services, such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services.
- (2) The term includes, but is not limited to, radio transceivers, antennae, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment,

regardless of technological configuration (including distributed antenna systems and small-cell networks).

- (3) The term includes any structure other than a tower or monopole that, at the time the relevant wireless facility application is filed with the city under this chapter, supports or houses equipment, and that has been reviewed and approved under the applicable zoning or siting process, or under another state, county or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.
- (4) The term does not include any structure that, at the time the relevant wireless facility application is filed with the city under this chapter, does not support or house equipment described in subsections (1) and/or (2) above.

Cell on wheels (COW). A mobile cell site that consists of a cellular antenna tower and electronic radio transceiver equipment on a truck or a trailer designed to be part of a cellular network and temporary in nature.

CITY. THE CITY OF SURPRISE, ARIZONA

Collocate or collocation. To install, mount, maintain, modify, operate, or replace wireless facilities on, within, or adjacent to a wireless support structure or utility pole.

Collocation, major. A collocation of a wireless facility where the proposed wireless facility equipment exceeds ten feet above the supporting structure and/or exceeds 50 feet above ground level.

Collocation, minor. A collocation of a wireless facility where the proposed wireless facility equipment does not exceed ten feet above the supporting structure and does not exceed 50 feet above ground level.

Conceal or concealment. Wireless facilities designed or disguised to look like something other than a wireless facility or base station.

Deemed approved. A wireless facility modification or building permit application that has been deemed approved upon the city's failure to act, and has become effective, as provided pursuant to the FCC, the state, and this chapter.

Existing. For purposes of this chapter, wireless facilities that were reviewed and approved under the applicable zoning or siting process in effect before the effective date of this section, provided that a tower that was not reviewed and approved prior to the effective date of this section, because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition.

FCC. The Federal Communications Commission or its successor.

Microcell. A device that is connected to aerial facilities and used solely for transmitting, processing, and receiving voice and data wireless telecommunications services, without any associated ground mounted equipment. The device is often referred to as an "ASME" (aerial strand mounted equipment).

Monopole. A wireless support structure composed of a single spire used to support communications equipment and having no guy wires or ground anchors. A monopole, **EXCLUDING MUNICIPAL TOWERS,** shall not be greater than 40 inches in diameter at

ground level and shall have all of the wireless facilities mounted on the pole and wiring contained inside of the pole. Includes monopalms, monocactus, monopines, and monobroadleaf wireless towers.

MUNICIPAL TOWER. A MONOPOLE OR TOWER ERECTED BY THE CITY AND LOCATED ON CITY PROPERTY FOR THE PURPOSE OF PROVIDING WIRELESS AND RADIO SERVICES TO SUPPORT ANY CITY ACTIVITIES.

Public right-of-way ("ROW"). The area on, below, or above a public roadway, highway, street, sidewalk, alley, or utility easement. Right-of-way does not include a federal interstate highway, a state highway, or state route under the jurisdiction of the department of transportation, a private easement, property that is owned by a special taxing district, or a utility easement that does not authorize the deployment sought by the wireless provider.

Rooftop-mounted wireless facility. A wireless facility with the antennae located on the roof of a building or on top of a structure and consisting of antennae, support structures, and accessory equipment which are adequately screened so as not to appear as stand-alone devices above the top of the roof line.

Site. For wireless facilities other than wireless facilities in the ROW, will mean, and refer to, the current boundaries of the property surrounding the wireless facility and any access or utility easements currently related to the site, and, for other wireless support structures, will mean and be further restricted to, that area in proximity to the structure and to other transmission equipment already deployed on the ground.

Site plan. A required plan, to scale, of a project area showing uses and structures both existing and proposed.

Small cell network. A collection of interrelated small cell facilities designed to deliver personal wireless services.

Small wireless facility ("SWF"). A wireless facility that meets both of the following qualifications:

- (1) All antennae are located inside an antenna enclosure of no more than six cubic feet in volume or, in the case of antennae that have exposed elements, the antennae and all of its exposed elements could fit within an imaginary enclosure of no more than six cubic feet; and
- (2) All other wireless equipment associated with the facility is cumulatively not more than 28 cubic feet in volume or 50 cubic feet in volume if the equipment was ground mounted before the effective date of this section. The following types of associated ancillary equipment are not included in the calculation of equipment volume pursuant to this subdivision:
 - a. An electric meter
 - b. Concealment elements
 - c. A telecommunications demarcation box
 - d. Grounding equipment

- e. A power transfer switch
- f. A cutoff switch
- g. Vertical cable runs for the connection of power and other services

Structure-mounted wireless facility. A wireless facility with the antennae located on the wall or roof of a building or on the side or top of a structure, including collocating on an existing freestanding wireless facility and consisting of antennae, support structures, and accessory equipment.

Transmission equipment. Equipment that facilitates transmission for any wireless communication service licensed or authorized by the FCC, including, but not limited to, radio transceivers, antennae, coaxial or fiber-optic cable, and regular and back-up power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

Tower. Any structure built for the sole or primary purpose of supporting any antennae and their associated facilities, licensed or authorized by the FCC, such as structures that are constructed for wireless communications services, including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services, such as microwave backhaul, and the associated site.

Wireless facility.

- (1) Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including both of the following:
 - a. Equipment associated with wireless communications.
 - b. Radio transceivers, antennae, coaxial or fiber-optic cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration.
- (2) Includes SWFs.
- (3) Does not include the structure or improvements on, under, or within which the equipment is collocated, wireline backhaul facilities, coaxial or fiber-optic cable that is between wireless support structures or utility poles, or coaxial or fiber-optic cable that is otherwise not immediately adjacent to, or directly associated with, an antenna.
- (4) Does not include Wi-Fi radio equipment described in A.R.S. § 9-506(I) or microcell equipment described in A.R.S. § 9-584(E).

Wireless facility monopole modification, major. A modification of an existing wireless facility monopole where the proposed monopole and base station exceeds the greater of either:

- (1) An increase in height of the tower greater than ten feet; or
- (2) An increase of base station area greater than ten percent of the existing facility.

Wireless facility monopole modification, minor. A modification of an existing wireless facility monopole where the proposed monopole and base station does not exceed the greater of either:

- (1) An increase in height of the monopole less than ten feet; or
- (2) An increase of base station area less than ten percent of the existing facility.

Wireless support structure.

(1) Means:

- a. A freestanding structure, such as a monopole.
- b. A tower, either guyed or self-supporting.
- c. A sign or billboard.
- d. Any other existing or proposed structure designed to support, or capable of supporting, wireless facilities.

(2) Does not include a utility pole.

Sec. 122-112.1. - Wireless facilities **PROCESS MATRIX.**

The purpose of the wireless facility regulations is to encourage and promote wireless communications coverage for all areas of the city while minimizing the visual, environmental, and neighborhood impacts. Wireless facilities are allowed in all zoning districts, but the preferred wireless facility locations include settings having the least amount of visual and neighborhood impact. The wireless communications service providers will adhere to all applicable federal, state, and local regulations.

(a) *Cumulative classifications and application process matrix.*

Section	Request	Process Type	Maximum Review Time (days)
122-112.23	New monopole	2	150 - WIRELESS FACILITIES, NOT INCLUDING SWFS
	Monopole collocation	1	90 - WIRELESS FACILITIES, NOT INCLUDING SWFS
	Minor monopole modification	Building permit	75 60 - WIRELESS FACILITIES, NOT INCLUDING SWFS
	Major monopole modification	1	90 - WIRELESS FACILITIES, NOT INCLUDING SWFS

	Monopole on city property	1	
122-112.4	MUNICIPAL TOWERS	1	SUBJECT TO CITY REVIEW
122-112.35	Alternative wireless facility location	1	150 – WIRELESS FACILITIES, NOT INCLUDING SWFS
	Alternative facility location collocation	1	90 – WIRELESS FACILITIES, NOT INCLUDING SWFS
	Minor alternative facility location modification	Building permit	7560 – WIRELESS FACILITIES, NOT INCLUDING SWFS
	Major alternative facility location modification	1	90 – WIRELESS FACILITIES, NOT INCLUDING SWFS
	Alternative facility location on city property	1	
122-112.46	SWF in ROW	ROW encroachment permit AND MASTER LICENSE AGREEMENT	90 – NEW STRUCTURES; 60 – EXISTING STRUCTURES75
	SWF outside of ROW	1	90 – NEW STRUCTURES 60 – EXISTING STRUCTURES
122-112.72	Wireless facilities other than defined herein	3	150
122-112.57 122-112.8	Cell on wheels ("COW")	1BUILDING PERMIT	90
	Amateur radio antennae	Building permit	75
	Amateur radio antennae greater than 35 feet	3	150

- (b) All changes will be measured cumulatively to preserve the limits established by federal, state, and local law.

SEC. 122-112.2. - WIRELESS FACILITIES GENERAL PROVISIONS

(a) ALL WIRELESS FACILITIES, WHETHER A SITE FOR A CELL TOWER, MACRO CELL SITE, SMALL WIRELESS FACILITIES (SWF), OR ANY OTHER TYPE OF WIRELESS FACILITY SHALL REQUIRE REVIEW AND APPROVAL BY THE CITY. SUCH REVIEW AND APPROVAL SHALL BE REQUIRED FOR ALL NEW FACILITIES AS WELL AS FOR ANY MODIFICATION, AND COLLOCATION APPLICATIONS.

~~(a)~~**(b) WITH THE EXCEPTION OF SWFS,** ~~a~~All wireless facilities will identify a single parking space for the facility. If the location is on a separate parcel, owner authorization will be required.

~~(b)~~**(c) ALL Base stations SHALL ADHERE TO THE FOLLOWING CRITERIA:**

(1) **WHEN** Located outside ~~OF~~ the ROW **BUT NOT ON CITY PROPERTY:**

- a. Will comply with the height and yard development standards of the underlying zoning district, except as provided herein.
- b. Will be located underground, inside buildings, or behind solid decorative concrete masonry unit ("CMU") walls with a height equal to or exceeding the height of the base station, but no higher than eight feet above grade.
- c. An enclosed base station will occupy no more than 600 square feet.

(2) **WHEN** Located within the ROW:

- a. Are exempt from yard development standards, but will be located as far away from the street as possible.
- ~~b. Will be located underground, behind removable screening, or painted to provide an artistic rendering. Any image will be reviewed by staff during design review.~~
- ~~c.~~**b.** Unless allowed by federal, state, or local law, no advertisements or identifying logos will be placed on any structure within the ROW.
- ~~d.~~**c.** Enclosures are limited to six cubic feet.
- ~~e.~~**d.** Will be located outside the sight visibility triangle.

(d) MAXIMUM HEIGHTS.

(1) EXCEPT FOR MUNICIPAL TOWERS, THE MAXIMUM HEIGHT OF ANY WIRELESS SUPPORT STRUCTURE OR BASE STATION, EXCLUDING ANTENNAE, IN ANY ZONING DISTRICT SHALL NOT EXCEED SIXTY-FIVE (65) FEET ABOVE THE FINISHED GRADE OF THE SITE. EXCEPT FOR MUNICIPAL TOWERS, THE MAXIMUM HEIGHT OF THE ANTENNAE ATTACHED TO ANY SUCH WIRELESS SUPPORT STRUCTURE OR BASE STATION SHALL NOT

EXCEED EIGHTY (80) FEET ABOVE THE FINISHED GRADE OF THE SITE, IN ANY ZONING DISTRICT.

(2) THE MAXIMUM HEIGHT OF ANY UTILITY POLE DESIGNED TO SUPPORT OR CAPABLE OF SUPPORTING WIRELESS FACILITIES, EXCLUDING ANTENNAE, SHALL NOT EXCEED SIXTY-FIVE (65) FEET ABOVE THE FINISHED GRADE OF THE SITE, IN ANY ZONING DISTRICT. EXCEPT FOR MUNICIPAL TOWERS, THE MAXIMUM HEIGHT OF THE ANTENNAE ATTACHED TO ANY SUCH UTILITY POLE DESIGNED TO SUPPORT OR CAPABLE OF SUPPORTING WIRELESS FACILITIES SHALL NOT EXCEED EIGHTY (80) FEET ABOVE THE FINISHED GRADE OF THE SITE, IN ANY ZONING DISTRICT.

~~(e)~~(e) When installing the wireless facility, installation will minimize the removal of existing mature vegetation at the site or such vegetation will be replaced. Any change in site landscape must be consistent with a city approved landscape plan as required by this chapter.

~~(d)~~(f) *Appeals.*

- (1) The decision of the community development director or designee may be appealed to the planning and zoning commission. The planning and zoning commission shall use the same criteria used to review the original application. Appeals to the planning and zoning commission must be taken within 30 calendar days of the date of the determination by the community development director or designee. The appeal will be heard at the next available regularly scheduled meeting, but not later than 60 calendar days from the notice of appeal.
- (2) The decision of the planning and zoning commission may be appealed to the mayor and city council, whose decision will be final. The mayor and city council shall use the same criteria used to review the original application. Appeals to the mayor and city council must be taken within 15 calendar days of the date of the determination by the planning and zoning commission. The appeal will be heard at the next available regularly scheduled meeting, but no later than 30 calendar days from the notice of appeal.

~~(e)~~(g) *Discontinuation of use.*

- (1) In the event the use of any wireless facility has been discontinued for a period of 90 consecutive days, the wireless facility will be deemed to be abandoned. Upon such abandonment, the owner and/or operator of the ~~tower~~ WIRELESS FACILITY and/or THE property owner ON WHOSE LAND THE MONOPOLE IS LOCATED will have an additional 90 days to:
 - a. Reactivate the use of the wireless facility or transfer the wireless facility to another owner/operator who makes active use of the wireless facility; or
 - b. Dismantle and remove the wireless facility. Upon removal of the wireless service facility, the site will be returned to its built or natural state and topography and vegetated consistent with the natural surroundings.

Sec. 122-112.23. - Monopoles.

Monopole installations, modifications, collocations.

(a) *Timing.* An application for a new monopole installation, modification, or collocation will be processed within the following amount of days of the filing of the application, unless tolled by mutual agreement:

- (1) New monopole - maximum of 150 days FOR WIRELESS FACILITIES, NOT INCLUDING SWFS.
- (2) Collocations ~~or major modification~~ - maximum of 90 days FOR WIRELESS FACILITIES, NOT INCLUDING SWFS.
- (3) Minor MONOPOLE modification - maximum of ~~75~~ 60 days FOR WIRELESS FACILITIES, NOT INCLUDING SWFS.
- (4) Major monopole modification - maximum of 90 days FOR WIRELESS FACILITIES, NOT INCLUDING SWFS.

~~(5) New monopole on city property - maximum of 90 days.~~

(b) *Submittal requirements.*

- (1) Narrative describing the proposed wireless facility site;
- (2) A site plan showing the subject property and adjacent properties; all existing and proposed buildings on the subject property and their purpose; the specific placement of the base station and cell tower, including type and extent and point of entry on the site; all proposed changes to the existing site, including grading, vegetation, roads, sidewalks, and driveways signed and sealed by a professional registrant from the state including expiration date;
- (3) A landscape plan showing specific placement of existing and proposed vegetation, trees, and shrubs, identified by species and size of specimen at installation in accordance with city landscape regulations;
- (4) A grading and drainage plan of the project site as determined necessary by the city manager or designee;
- (5) Existing (before condition) photographs and proposed (after condition) photosimulations of the proposed wireless facility from ROW adjacent to the site. Such photosimulations shall include, but not be limited to, superimposed representations of the proposed base station and tower to show what will be seen from ROW and residential structures and properties adjacent to the site;
- (6) Elevations will show the following:
 - a. Dimensions of all equipment and poles specified for all three dimensions: height, width and depth; and
 - b. Materials of the base station and security barrier, if any, specified by generic type and specific treatment, such as brick, masonry with stucco finish, anodized aluminum, stained wood, etc.

(7) Collocation submittals, including signed statements indicating:

- a. The applicant agrees to allow for the potential collocation of additional wireless facilities by other wireless service providers and carriers on the applicant's structure or facility or within the same site; and
- b. The applicant has made a good faith effort to achieve collocation with other carriers and facilities as required in this section, and if collocation is not feasible for this application for a substantial technical or other reason(s), a written statement of the reasons for the infeasibility.

(8) An executed lease agreement with the owner or landholder that:

- a. Allows the landholder to enter into leases with other providers;
- b. Specifies that if the carrier fails to remove the base station and tower when required by this chapter, the responsibility for removal falls upon the landholder; and
- c. Allows entry by the city and its agent for the purpose of inspection and compliance with city codes.

(c) *Review.*

(1) New monopole applications will be processed as a type II site plan design review, found in article XII of this chapter.

(2) Collocations, major modifications, and monopoles on city property will be processed as an administrative type I site plan design review, found in article XII of this chapter.

(3) Minor modifications will be processed as a building permit.

(d) **SPECIFIC Design standards FOR MONOPOLES.**

(1) A MONOPOLE SHALL NOT BE GREATER THAN 40 INCHES IN DIAMETER AT GROUND LEVEL, EXCEPT FOR THE MONOPALM, MONOCACTUS, MONOPINE, MUNICIPAL—MONOPOLE,—AND MONOBROADLEAF AS DELINEATED BELOW, OR A MUNICIPAL TOWER, AND HAVE ALL OF THE WIRELESS FACILITIES MOUNTED ON THE MONOPOLE OR INTERIOR TO THE POLE IN THE CASE OF THE MONOCACTUS.

(1)(2) All wireless facilities will be designed to blend into the architecture and landscape of the **SURROUNDING** area in which **THEY ARE** placed;

(2)(3) All wireless facility antennae, mounting hardware, and cabling shall be covered or painted to match the color of the monopole on which it is mounted;

(3)(4) *Setbacks.* **WITH THE EXCEPTION OF MUNICIPAL MONOPOLE TOWERS,** The setback ~~of FOR~~ all ~~wireless facilities~~ monopoles shall meet the yard development standards and setback requirements of the underlying zoning district, except as otherwise permitted herein. The setback shall be measured from the lot line to the ~~wireless facility tower~~ **MONOPOLE**. Additionally, all ~~towers~~ **MONOPOLES** shall be set back from any residential lot line

a distance equal to twice the height of the ~~tower~~ **MONOPOLE** and from any nonresidential lot line a distance equal to the designed fall distance of the ~~wireless facility structure~~ **MONOPOLES**; and

~~(4)~~(5) Wireless facility identification-. Each wireless facility shall be identified by a permanently installed plaque or marker on the door of the base station, no larger than four inches by six inches, clearly identifying the wireless service provider's name, address, e-mail contact, and emergency phone number. The plaque or marker required by this section shall be revised within 30 days of any change in the required information/content.

~~(5)~~(6) Monopalm**S**.

- a. **A MONOPALM** Will contain a minimum of 55 palm fronds that disguise the length of the antenna;
- b. The stand-off mounting arm apparatus of the antenna array will not extend more than 30 inches from the structure to which it is attached;
- c. The pole structure will be clad with faux bark that begins at the base of the pole structure and continues to the height of the first palm frond attachment. The balance of the pole structure and the attachments will be painted to blend with the palm fronds;
- d. The diameter of the pole structure will not exceed 26 inches at its widest point;

~~e. All cables will be concealed within the pole structure;~~

~~f.e.~~ The maximum height of the pole structure, excluding antennae, will be limited to 65 feet above the finished grade of the site. The maximum height of the antennae attached to a monopalm will not exceed 80 feet above the finished grade of the site;

~~g.f.~~ No more than two microwave dishes will be permitted on each monopalm. Microwave dishes will be limited to one square foot in size and will be concealed within the monopalm, trimmed leaf cluster, or palm fronds;

~~h.g.~~ The trimmed leaf cluster will be mounted directly below the palm fronds and will be painted to blend with the pole structure; and

~~i. Climbing pegs are prohibited on the pole structure.~~

~~(6)~~(7) Monocactus.

- a. The monocactus structure will be clad with a faux finish that resembles a saguaro cactus from the base of the structure and continue to the top of the structure;
- b. The diameter of the monocactus structure will not exceed 34 inches at its widest point and will have a natural appearing taper from the bottom to the top;
- c. The **TOTAL** height of the monocactus structure will not exceed 30 feet ~~in~~ height;
- d. All antennae and cables will be concealed within the monocactus structure; and

- e. External microwave dishes ~~and climbing pegs~~ are prohibited on the monocactus structure.

~~(7)~~(8) Monopine or monobroadleaf.

- a. The **MONO** pole structure will be clad with faux bark. The faux bark will start at the base of the **MONO** pole structure and continue to the height of the first branch attachment. The balance of the pole structure and the attachments will be painted to blend with the branches;
- b. The diameter of the pole structure will not exceed 36 inches at the base and will taper to no greater than 28 inches at the top of the pole structure;

~~c. All cables will be concealed within the pole structure;~~

~~d.c.~~ c. The maximum height of the pole structure will be limited to 65 feet above the finished grade of the site. The maximum height of the antennae attached to the pole structure will not exceed 80 feet above the finished grade of the site;

~~e.d.~~ d. Branches.

- 1. Will be constructed to a density of no less than two and one-half branches for each one vertical foot of pole;
- 2. Will start no less than 15 feet above finished grade and continue to the top of the pole structure; and
- 3. Will be a minimum of eight feet long around the circumference of the lower level and will taper as the branches progress upward, consistent with the species of tree imitated by the structure. The branches will approximate the appearance of a particular deciduous tree species grown in the vicinity of the site and that grows to approximately the same height of the monopine or monobroadleaf.

~~f.e.~~ e. The entire length of all antennae and their attaching apparatus will be disguised by the branches, and the stand-off mounting arm apparatus of the antenna array will not extend more than 30 inches from the pole structure to which it is attached;

~~g.f.~~ f. Microwave dishes will be limited to one square foot in size. Dishes and attaching apparatus will be painted to blend with the branches;

~~h.g.~~ g. No more than four microwave dishes are permitted per monopine or monobroadleaf tree; and

~~i.h.~~ h. Climbing pegs are prohibited on the pole structure.

~~(8)~~(9) Alternative ~~monopole~~ **SUPPORT** structure.

- a. The maximum allowable width of an antennae array is four feet. There is no width limit for antennae arrays installed inside an alternative tower structure.
- b. The antennae will not extend more than 18 inches from the structure to which it is attached. This restriction does not apply to antennae arrays installed inside an alternative tower structure.

c. The maximum allowable length of each antennae array is ten feet.

~~d. All cables will be concealed within the support structure or fully enclosed within a cable shroud.~~

~~e.d.~~ No more than two microwave dishes, limited to two square feet in size each, will be permitted on each alternative tower structure.

~~f.e.~~ All microwave dishes, antennae, cable shrouds, and attaching apparatus will be painted to match the alternative tower structure.

(e) *Industrial zoning districts.*

(1) The stand-off mounting arm apparatus of the antennae array will not extend, in any direction, more than 30 inches from the structure to which it is attached.

a. The diameter of the monopole structure will not exceed 26 inches at its widest point;

~~b. All cables will be concealed within the monopole structure;~~

~~c.b.~~ The maximum height of the monopole structure, excluding antennae, will be limited to 65 feet above the finished grade of the site. The maximum height of the antennae attached to a monopole will not exceed 80 feet above the finished grade of the site;

~~d.c.~~ No more than two microwave dishes will be permitted on each monopole. Microwave dishes will be limited to two square feet in size; and

~~e. Climbing pegs are prohibited on the pole structure.~~

(f) All other wireless facilities that do not fall under any of the subsections regarding wireless facilities will follow the type III conditional use permit process found in article XII of this chapter. In addition to complying with the CUP criteria, any application under this subsection will comply with the following:

(1) Aesthetics standards;

(2) Setback and height restrictions;

(3) Safety concerns including, but not limited to, fall zones, and buffering;

(4) Environmental;

(5) Protections of property values; and

(6) *Timing.* Applications processed pursuant to this subsection will be acted upon within 150 days of submittal of a complete application.

Sec. 122-112.4. - Municipal Towers.

(a) TYPES OF MUNICIPAL TOWERS.

(1) TYPE A MUNICIPAL TOWERS WILL BE SET BACK OR LOCATED A DISTANCE EQUAL TO, OR GREATER THAN, TWICE THE HEIGHT OF THE MUNICIPAL TOWER FROM RESIDENTIALLY ZONED PROPERTIES.

(2) TYPE B MUNICIPAL TOWERS WILL BE SET BACK OR LOCATED A DISTANCE EQUAL TO, OR GREATER THAN, TWICE THE HEIGHT OF THE MUNICIPAL TOWER FROM RESIDENTIALLY ZONED PROPERTIES.

(b) REVIEW. ALL MUNICIPAL TOWERS ARE SUBJECT TO A TYPE 1 ADMINISTRATIVE REVIEW.

(c) TIMING. ALL NEW MUNICIPAL TOWERS, ALL COLLOCATIONS TO MUNICIPAL TOWERS, AND ANY MODIFICATIONS TO MUNICIPAL TOWERS ARE SUBJECT TO CITY REVIEW.

(d) HEIGHT. ALL TYPES OF MUNICIPAL TOWERS ARE UNRESTRICTED IN THEIR MAXIMUM HEIGHT, SUBJECT TO THE SETBACK REQUIREMENTS SET FORTH HEREIN.

(e) COLLOCATIONS. ALL MUNICIPAL TOWERS ARE INTENDED ONLY FOR CITY USE. ANY COLLOCATIONS ONTO A MUNICIPAL TOWER MUST BE PERFORMED BY THE CITY OR ON BEHALF OF THE CITY BY A CITY CONTRACTOR AT THE CITY'S INSTRUCTION.

(f) DESIGN REQUIREMENTS.

(1) TYPE A MUNICIPAL TOWERS MAY HAVE NO DESIGN REQUIREMENTS.

(2) TYPE B MUNICIPAL TOWERS SHALL HAVE A STEALTH DESIGN. BY WAY OF EXAMPLE ONLY: USE OF MONOPALM, MONOCACTUS, MONOPINE, OR MONOBROADLEAF DESIGNS IF THE TYPE B MUNICIPAL TOWER IS A MONOPOLE STRUCTURE.

Sec. 122-112.35. - Alternative wireless facility locations.

Alternative wireless facilities include locations such as building/structure mounted, roof mounted, recreational light poles, and water tower/tank facilities. Design of the mounting structures will camouflage or conceal the presence of a wireless facility.

(a) *Timing.* An application for a new alternative wireless facility installation, modification, or collocation will be processed within the following amount of days of the filing of the application, unless tolled by mutual agreement:

(1) New alternative wireless facility - maximum of 150 days FOR WIRELESS FACILITIES, NOT INCLUDING SWFS.

(2) Minor alternative wireless facility modification - maximum of ~~75~~ 60 days FOR WIRELESS FACILITIES, NOT INCLUDING SWFS.

(3) Collocations or major modification of alternative wireless facility - maximum of 90 days **FOR WIRELESS FACILITIES, NOT INCLUDING SWFS.**

~~(4) New alternative wireless facility on city property - maximum of 90 days.~~

(b) *Submittal requirements.*

- (1) Narrative describing the proposed wireless facility site;
- (2) A site plan showing the subject property and adjacent properties; all existing and proposed buildings on the subject property and their purpose; the specific placement of the base station and cell tower, including type and extent and point of entry on the site; all proposed changes to the existing site, including grading, vegetation, roads, sidewalks, and driveways signed and sealed by a professional registrant from the state including expiration date;
- (3) A landscape plan showing specific placement of existing and proposed vegetation, trees, and shrubs, identified by species and size of specimen at installation in accordance with city landscape guidelines;
- (4) A grading and drainage plan of the project site as determined necessary by the city manager or designee;
- (5) Existing (before condition) photographs and proposed (after condition) photosimulations of the proposed wireless facility from ROW adjacent to the site. Such photosimulations shall include, but not be limited to, superimposed representations of the proposed base station and tower to show what will be seen from ROW and residential structures and properties adjacent to the site;
- (6) Elevations will show the following:
 - a. Dimensions of all equipment and poles specified for all three dimensions: height, width and depth; and
 - b. Materials of the base station and security barrier, if any, specified by generic type and specific treatment, such as brick, masonry with stucco finish, anodized aluminum, stained wood, etc.
- (7) Collocation submittals, including signed statements indicating:
 - a. The applicant agrees to allow for the potential collocation of additional wireless facilities by other wireless service providers and carriers on the applicant's structure or facility or within the same site; and
 - b. That the applicant has made a good faith effort to achieve collocation with other carriers and facilities as required in this section, and if collocation is not feasible for this application for a substantial technical or other reason(s), a written statement of the reasons for the infeasibility.
- (8) An executed lease agreement with the owner or landholder that:
 - a. Allows the landholder to enter into leases with other providers;

- b. Specifies that if the carrier fails to remove the base station and tower when required by this chapter, the responsibility for removal falls upon the landholder; and
- c. Allows entry by the city and its agent for the purpose of inspection and compliance with city codes.

(c) *Review.*

- (1) New alternative wireless facilities, collocations, major modifications, and alternative wireless facilities on city property will be processed as an administrative type I site plan design review, found in article XII of this chapter.
- (2) Minor modifications of an alternative wireless facility will be processed as a building permit.

(d) *Design standards.*

(1) *Building- or structure-mounted facilities.*

- a. Antennae will be mounted on a building wall or side of a structure to the maximum extent practicable. If the applicant demonstrates that it is not feasible to mount the antennae on a building wall or side of a structure, the antennae may be mounted on the roof or top of the structure, provided the facility complies with all other applicable standards;
- b. A building- or structure-mounted wireless facility shall not be located on a building with primarily residential uses;
- c. Antennae may encroach into a side or rear setback a maximum of two feet, but will not extend over a property line; and
- d. Antennae mounted on a building wall or side of a structure shall comply with the following standards:
 - 1. Antennae will be mounted flush to the building wall or side of a structure to the maximum extent practicable, unless technical reasons dictate another type of installation, and will not extend above the roof line or parapet of the building or top of the structure;
 - 2. Support structures, accessory equipment including equipment cabinets, and all other appurtenances shall be fully screened from view and not visible from the ground; and
 - 3. Antennae shall be painted a color to match the building or structure to which they are mounted or will be camouflaged as part of the building architecture in a city-approved building elevation.

(2) *Rooftop-mounted facilities.*

- a. Rooftop-mounted wireless facilities are not permitted on portions of buildings with pitched roofs.
 - 1. A rooftop-mounted wireless facility shall not be located on a building with primarily residential uses.

2. A wireless facility located on a building rooftop or top of structure shall comply with the following standards:
 - i. Antennae, support structures, accessory equipment, and all other appurtenances shall be fully screened from view through the use of architecturally compatible features, screening materials, and colors that match the building or structure to which the facility is mounted.
 - ii. Antennae shall not extend above the parapet of the roof of the structure to which they are mounted.

(3) Recreation field light poles.

- a. The maximum allowable width of an antennae array is four feet.
- b. The stand-off mounting arm apparatus of the antennae array will not extend more than 30 inches from the structure to which it is attached.
- c. The maximum allowable length of each antenna is ten feet.
- d. The diameter of the pole structure will not exceed 36 inches.
- e. The addition of a wireless facility to a recreation field light will not increase the height of the light structure by more than ten feet.
- f. All cables will be concealed within the pole structure.
- g. No more than two external microwave dishes, limited to two square feet each, are permitted on each recreation field light pole.
- h. All microwave dishes, antennae, and attaching apparatus will be painted to match the recreation field light pole.

(4) Water towers/tanks.

- a. The maximum allowable width of an antennae array is four feet. There is no width limit for antennae arrays installed inside a faux water tower/tank.
- b. The antenna will not extend more than 18 inches from the structure to which it is attached. This restriction does not apply to antennae installed inside a faux water tower/tank.
- c. The maximum allowable length of each antennae array is ten feet.
- d. The addition of a wireless facility will not increase the height of the water tower/tank structure greater than ten feet.
- e. All cables will be concealed within the support structure or fully enclosed within a cable shroud.
- f. No more than two microwave dishes, limited to two square feet in size will be permitted on each water tower or water tank.
- g. All microwave dishes, antennae, cable shrouds, and attaching apparatus will be painted to match the water tower or water tank.

Sec. 122-112.46. - Small wireless facility ("SWF").

General requirements.

- (a) SWFs in ROW require a master license agreement approved by the city.
- (b) *Timing.* An application for a new SWF installation or modification to an existing SWF will be processed within the following amount of days of the filing of the application, unless tolled by mutual agreement:

- (1) SWFs in ROW - maximum of ~~75~~ 90 days **FOR NEW STRUCTURES AND 60 DAYS FOR EXISTING STRUCTURES.**

- (2) SWFs outside ROW - maximum of 90 days.

- (c) *Submittal requirements.*

- (1) SWFs in ROW:

- a. Completed SWF ROW encroachment form;
 - b. Completed building permit;
 - c. Site plan;
 - d. Before and after elevations of the facility; and
 - e. Additional information may be required by the city manager or designee to determine compliance with federal, state, and city laws.

- (2) SWFs outside of ROW:

- a. Completed SWF application;
 - b. Site plan;
 - c. Before and after elevations of the facility; and
 - d. Additional information may be required by the city manager or designee to determine compliance with federal, state, and city laws.

- (d) *Review.*

- (1) Review of SWF installations and modifications within the ROW will be processed as a building permit.
 - (2) New SWFs located on property other than ROW will be processed as an administrative type I site plan design review, found in article XII of this chapter.

- (e) *Design standards.*

- (1) The components of a SWF will be mounted a minimum of 12 feet above the existing grade of the wireless support structure to which it is attached.
 - (2) A replacement or new pole is allowed a ten percent height increase, not to exceed 50 feet total.
 - (3) All cables will be concealed within the public utility pole or a cable shroud.
 - (4) All antennae mounting hardware, cable shrouds, and other equipment will be painted to match the structure on which it is mounted.

Sec. 122-112.57. - Cellular on wheels ("COW").

(a) COWs are allowed during:

(1) *Construction of a permanent wireless facility.*

- a. Not to exceed duration of one year; and
- b. Utilization of a COW will be included with the building permit associated with the wireless facility maintenance or replacement of equipment.

(2) *Special events.* Utilization of the COW for a special event will require a temporary use permit as per article VII of this chapter. COW placement for a special event pursuant to a temporary use permit will be limited for a duration not to exceed 30 days unless approved by the city manager or designee.

(3) *Emergency.* An emergency or disaster as determined by the city manager or designee and then for only so long as determined to be necessary by the city manager or designee.

(b) COWs will be set back from all residential lot lines a minimum distance equal to the fully extended height of the COW.

(c) Permitted power sources:

(1) A generator or other utility source will be used that emits an average noise level not to exceed 60 db, measured at any property line for property that is zoned or used for residential purposes; and

(2) Use of on-site utility services will require a building permit.

Sec. 122-112.68. - Amateur radio antennae.

(a) *Antennae permitted.* Amateur radio antennae are permitted in all residential zoning districts subject to the following standards:

(1) Antenna structures are allowed up to 35 feet in height;

(2) Antenna structures shall comply with setback standards for the zoning district in which it is located;

(3) Antenna structures shall be located in the rear half of the lot;

(4) Antennae, including support structures, shall not extend beyond the property line; and

(5) When a federally licensed radio amateur no longer occupies the subject property, the antenna structure shall be removed.

(b) *Amateur radio antennae with a conditional use permit.* All amateur radio antennae that exceed 35 feet in height shall require approval of a conditional use permit. Such antennae shall be of telescoping design and lowered to a height of no more than 35 feet when not in use. In no event shall an amateur radio antenna exceed a height of 75 feet.

(c) *Commercial use.* Amateur radio antennae will not be used for any commercial use or purpose.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 6, 2020
Submitting Department: Police
Staff Recommendations: None

Contact Person: Christine DeSanti
District: Citywide

Consent: No Regular: Yes Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to an amendment to Surprise Municipal Code Chapter 2, Article VII, Section 2-269, Notice of Official Possession of unclaimed property, by allowing publication on the official City website or social media account, as an alternative to newspaper publication; Ordinance # 2020-25.

Motion:

I move to approve Ordinance # 2020-25.

Background:

The Police Department Property and Evidence Unit comes into possession of found, abandoned or unclaimed property for which it does not have contact information for the owner. Public notice is required per Chapter 2, Article VII, Section 2-269 prior to disposing of such property. The City undertakes a good faith effort to publish notice about the property in an attempt to find the owner. The Police Department currently posts descriptions of lost, unclaimed or abandoned property in the local newspaper once every month or every other month. Each ad costs the city approximately \$432, depending on the size of the ad. Utilizing the City's or Police Department's web page and/or another City social media site would save the city money since there is no cost to post a notice on the web page. In the past 13 years, the Police Department has received only one phone call from someone making a claim to property and this occurred because a friend who worked at the newspaper office notified him of the Notice to Claim Property.

Objective Analysis:

Newspaper readership is down and continuing to decline and the majority of people have access to the internet and social media. Owners claiming property after seeing a notice posted in the newspaper are essentially non-existent. Further, other area government entities use their City/County and/or department web page or another social media page to post their Notice(s) to Claim Property. Lastly, the City recently approved a change to the Surprise Policy for auctions to allow publishing on the City's web page.

A negative to this change is that abandoned property has for many years been published in a newspaper.

Policy Compliant:

The policy of the City is to be fiscally conservative. One way to carry this out is to efficiently utilize the city budget and to decrease expenditures where possible. As readership of local newspapers is declining, a trend is developing to publish the notice using city websites and social media pages. These ordinance changes would give the Department an alternative advertising option and a better chance at notifying citizen owners of unclaimed property.

Financial Impact:

Implementation of this ordinance change may save the City money since there will be no fees associated with posting Notice(s) of Claim to Property on the Police Department web page or to another social media page. The current cost to post a newspaper ad in the Surprise Independent is \$432 every couple of months, which equals a potential annual cost savings of \$2,600 to the Police Department.

Budget Impact:

No impact upon the adopted budget.

FTE Impact:

Implementation of these ordinance changes does not affect the full time equivalent count.

ATTACHMENTS:

1. ORDINANCE 2020-25 Allow abandonment notice on website in add to newspaper
 2. Publication notice unclaimed property on website FINAL
-

ORDINANCE # 2020-25

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING CHAPTER 2, ARTICLE VII, SECTION 2-269, NOTICE OF OFFICIAL POSSESSION BY PUBLICATION ON A CITY WEBSITE AND/OR CITY SOCIAL MEDIA WEBSITES AS ALTERNATIVE TO NEWSPAPER PUBLICATION; INCLUDING SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND REPEALING CONFLICTING ORDINANCES.

WHEREAS, the City of Surprise comes into possession of found, abandoned or unclaimed property for which it does not have contact information for an owner;

WHEREAS, before disposing of such property the City undertakes a good faith effort to publish notice about the property in an attempt to find the owner; and

WHEREAS, newspaper readership is down and more people are now using the internet to find information about most subjects.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Surprise, Arizona, as follows:

Section 1. Chapter 2, Article VII. Section 2-269 of the Surprise Municipal Code is hereby amended to read as follows:

Sec. 2-269. - Notice of official possession.

(a) Any officer having in his/her possession personal property WITH A VALUE OF MORE THAN \$150.00 shall, at least once, prepare public notice in EITHER the official A newspaper CIRCULATED IN THE CITY, THE CITY WEBSITE, OR A CITY SOCIAL MEDIA WEBSITE containing the following information:

(1) The name, designation and address of the officer giving the notice.

(2) The description of the personal property that has come into the possession of the officer since the giving of the last periodic notice.

(3) A demand that all owners of the property described in the notice make claim and proof of ownership satisfactory to the officer named in the notice within 30 days from the date of the notice.

(4) A statement that any of the described personal property not so claimed within such 30-day period shall be deemed to be abandoned, and that the same may be disposed of by the city.

(5) The date of the notice.

(b) A notice TO CLAIM PROPERTY shall be mailed to the owner, if known, at his/her last known place of abode, AT LEAST THIRTY (30) DAYS PRIOR TO

THE PUBLICATION OF THE NOTICE OF OFFICIAL POSSESSION. IF THE OWNER DOES NOT RESPOND AND TAKE CUSTODY OF THE PROPERTY WITHIN THIRTY (30) DAYS AFTER THE MAILING OF THE NOTICE TO CLAIM PROPERTY, THE OFFICER MAY PUBLISH NOTICE AS STATED IN SUBSECTION (a).

Section 2. All ordinances, resolutions or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of these amendments to the municipal code adopted herein is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 4. This ordinance will become effective at the time and manner prescribed by law.

PASSED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



Notice of Unclaimed Property

Website Publication Alternative

How Possession Occurs



Police Department personnel come into possession of property in various ways:

- When arresting a subject
- Found in a public place or a private place where the employee has lawful access
- When found by a resident



Seeking the Owner



- If an address for the owner is known, a notice to claim property is sent to the known address
- After 30 days with no contact by the owner, the property is either:
 - Turned over to the person who found the property; or
 - Advertised as unclaimed property



Notice of Publication



- Until the last few years, notice of unclaimed property was solely published in a newspaper with circulation in the City of Surprise
- As readership of local newspapers is declining, a trend is developing to publish the notice using City/County websites or their Social Media Sites

Ordinance Purpose



- The intent of the city and police department processes are to first try to return the property to its owner
- Consistent with that, an option to publish on the City's website or Social Media Site may be more likely to be read by the owner, so that is why staff is adding this recommendation





Comments & Questions

Thank you!



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 6, 2020

Contact Person: Seth Dyson, DIRECTOR - HSCV

Submitting Department: Human Svcs and Comm Vitality

District: Internal

Staff Recommendations: None

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to the Surprise Community Outreach Program (SCOP) funding recommendations for Fiscal Year 2021, by the Council Subcommittee on Community Outreach, Partnerships, and Grants.

Motion:

I move to approve the fiscal year 2021 funding recommendations from the Council Subcommittee on Community Outreach, Partnerships, and Grants as presented.

Background:

The Surprise Community Outreach Program (SCOP) was established by the City Council to provide a supplemental funding source to organizations providing direct service to citizens of the City of Surprise. Fiscal year 2019 the allocation increased to \$110,000, with \$100,000 for SCOP and \$10,000 for the Neighborhood Grant Program. This fiscal year the Council allocated \$100,000 for SCOP.

Objective Analysis:

The Surprise Community Outreach Program was designed to provide non-profit 501(c)3 organizations with options for funding programs and/or events

Policy Compliant:

The Surprise Community Outreach Program is consistent with city and council policies.

Financial Impact:

For FY2020, the committee's total award recommendation is \$100,000. The one-time awards are paid to agencies on a reimbursement basis upon completion of their project. The deadline for project completion and spending is June 15, 2021.

Budget Impact:

The FY2021 approved budget for the Human Service and Community Vitality Department includes a total of \$100,000 for the Surprise Community Outreach Program.

FTE Impact:

None.

ATTACHMENTS:

1. SCOP FY21 Presentation
 2. HSCV Staff Report - SCOP FY 21
-



Community Outreach Program

FY2019-2020

PROGRAM PURPOSE & OVERSIGHT

- To support local non-profit organizations serve the City of Surprise residents
- Surprise Sub-Committee on Community Outreach, Partnerships & Grants makes funding recommendations
- Sub-Committee Members are Vice Mayor Chris Judd, Chair, Councilmembers Nancy Hayden, and David Sanders

PROGRAM GUIDELINES

- Must provide verification of 501(c)3 status
- Must submit a new application with every program cycle
- Events, programs, activities, etc. must take place in the City of Surprise
- Must include a proposed budget for use of funds
- Reporting is required
- Recipients will acknowledge grant award in press release
- Funds are provided on an invoice or reimbursement basis
- Maximum award is \$10,000
- FY20-21 SCOP allocation is \$100,000

FY 2020-2021 PROGRAM

- The Committee met on Wednesday, September 10th to review the applicants requests
- **36** applications were received
 - Total requested grant amount: **\$308,364**

Agency	Requested	Recommendation
Employed & Overjoyed Foundation	\$10,000	\$10,000
WHAM	\$5,896	\$5,896
Surprise Young Life	\$4,800	\$3,800
Fresh Start Women's Foundation	\$5,000	\$3,000
HART Pantry	\$6,000	\$5,000
St. Vincent de Paul	\$10,000	\$5,000
Benevilla	\$10,000	\$5,000
A New Leaf - VITA	\$10,000	\$5,000
The Rotary Club of Surprise	\$10,000	\$5,000
Sounds of Autism	\$8,500	\$2,500
One Step Beyond	\$10,000	\$7,500
Special Olympics AZ	\$7,700	\$5,000
Hospice of the Valley	\$7,950	\$3,000
Kiwanis Club	\$5,118	\$3,250
Radiant Church	\$10,000	\$3,500
Meals of Joy	\$10,000	\$5,000
West Valley Art Council	\$10,000	\$5,000

Agency	Requested	Recommendation
Seeds of Hope	\$4,750	\$4,750
Valley View Community Food Assistance	\$9,000	\$1,904
Chance Shelter	\$6,000	\$2,000
Dysart Education Foundation	\$10,000	\$5,400
Grand Canyon Council	\$10,000	\$2,500
Banner Alzheimer's Foundation	\$10,000	\$1,000
Justa Center	\$10,000	\$0
Stage Left Productions	\$10,000	\$0
Seed Spot	\$10,000	\$0
Stepping Up for Seniors	\$7,200	\$0
A New Leaf - DVCA	\$10,000	\$0
Phoenix Rescue Mission	\$10,000	\$0
AZ Caregiver Coalition	\$3,450	\$0
American Patriot	\$7,000	\$0
Banner Health Foundation	\$10,000	\$0
Reveille Foundation	\$10,000	\$0
Helping Families in Need	\$10,000	\$0
Cancer Support Community	\$10,000	\$0
Youngtown Community Fund	\$10,000	\$0



QUESTIONS OR COMMENTS?

Thank You



HUMAN SERVICE AND COMMUNITY VITALTY

Date: October 6, 2020
To: Surprise City Council
From: Seth Dyson, Director
Re: Surprise Community Outreach Program FY21

Introduction

The Surprise Community Outreach Program was designed to provide non-profit 501(c)3 organizations with options for funding programs and/or events.

Background

The Surprise Community Outreach Program (SCOP) was established by the City Council to provide a supplemental funding source to organizations providing direct service to citizens of the City of Surprise. Fiscal years 2014 and 2015 each had funding of \$50,000. Fiscal year 2016 allocated funding was \$50,000, with \$40,000 designated for SCOP and \$10,000 for the Neighborhood Grant Program. Fiscal years 2017 and 2018 each allocated funding of \$75,000, with \$65,000 designated for SCOP and \$10,000 for the Neighborhood Grant Program. Fiscal year 2019 the allocation increased to \$110,000, with \$100,000 for SCOP and \$10,000 for the Neighborhood Grant Program. This fiscal year, the Council allocated \$100,000 for the SCOP and \$10,000 for Neighborhood Grant Program.

Funding

The City Council designated \$100,000 from the FY2021 budget for community outreach programs.

The Committee on Community Outreach, Partnerships and Grants reviewed applications and are making recommendations to the full City Council for which groups get awarded.

Committee Recommendations

The Committee on Community Outreach, Partnerships and Grants held a meeting on September 10, to review, discuss and act upon the eligible applications received. A total of thirty-six (36) agency applicants were received. Applicants were given an opportunity to present their project during the September 10th committee meeting.

Committee recommendations are as follows:

Agency	Requested	Recommendation
Employed & Overjoyed Foundation	\$10,000	\$10,000
WHAM	\$5,896	\$5,896
Surprise Young Life	\$4,800	\$3,800
Fresh Start Womens Foundation	\$5,000	\$3,000
HART Pantry	\$6,000	\$5,000
St. Vincent de Paul	\$10,000	\$5,000
Benevilla	\$10,000	\$5,000
A New Leaf - VITA	\$10,000	\$5,000
The Rotary Club of Surprise	\$10,000	\$5,000
Sounds of Autism	\$8,500	\$2,500
One Step Beyond	\$10,000	\$7,500
Special Olympics AZ	\$7,700	\$5,000
Hospice of the Valley	\$7,950	\$3,000
Kiwanis Club	\$5,118	\$3,250
Radiant Church	\$10,000	\$3,500
Meals of Joy	\$10,000	\$5,000
West Valley Art Council	\$10,000	\$5,000
Justa Center	\$10,000	\$0
Seeds of Hope	\$4,750	\$4,750
Stage Left Productions	\$10,000	\$0
Valley View Community Food Assistance	\$9,000	\$1,904
Chance Shelter	\$6,000	\$2,000
Seed Spot	\$10,000	\$0
Dysart Education Foundation	\$10,000	\$5,400
Stepping Up for Seniors	\$7,200	\$0
GrandCanyon Council	\$10,000	\$2,500
Banner Alzheimers Foundation	\$10,000	\$1,000
A New Leaf - DVCA	\$10,000	\$0
Phoenix Rescue Mission	\$10,000	\$0
AZ Caregiver Coalition	\$3,450	\$0
American Patriot	\$7,000	\$0
Banner Health Foundation	\$10,000	\$0
Reveille Foundation	\$10,000	\$0
Helping Families in Need	\$10,000	\$0
Cancer Support Community	\$10,000	\$0
Youngtown Community Fund	\$10,000	\$0
TOTAL	\$308,364	\$100,000

Future Actions

- Award notifications to be sent immediately after Council action
- Spending and projects must be complete by June 12, 2020

Recommendation

Approval of Surprise Community Outreach Program awards as recommended by the Committee on Community Outreach, Partnerships and Grants.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 6, 2020

Contact Person: Andrea Davis, DIRECTOR -
FINANCE

Submitting Department: Finance

District: Citywide

Staff Recommendations: None

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to an amendment of the Fiscal Year 2021 budget by reallocating appropriations of \$9,537,400 and amending the FY2021 Contract Awarding Authority List; Resolution #2020-126.

Motion:

I move to approve Resolution # 2020-126.

Background:

In an effort to be conservative, during the FY2021 budget adoption process, certain requests that affected personnel, supplies, services and capital line items were excluded due to the uncertainty of how the COVID-19 pandemic would affect the financial stability of the City. After months of revenue analysis and receipt of \$16 million from the CARES Act, City management finds it fiscally responsible to fund the originally excluded packages. Additionally, since the start of the fiscal year, appropriation for other initiatives have being requested.

Objective Analysis:

Provide budget authority for FY2021 Budget Requests.

Policy Compliant:

The budget amendment is in compliance with the Comprehensive Financial Management Policy.

Financial Impact:

This budget amendment will allow for a net increase in expenditures of \$9,537,400 in FY2021 as detailed below. Ongoing impacts will be included in future budgets.

Fund	Amount
Communications Asset Replacement	\$ 75,000
Fire/EMS Dev Fee 2020	\$ 1,286,000
General Capital Projects Fund	\$ 1,134,000
General Fund	\$ 3,491,500
Ground Ambulance Service	\$ 83,700
Highway User Revenue	\$ 88,500
HSCV Asset Replacement	\$ 18,700
IT Asset Replacement	\$ 442,700
Parks & Recreation Asset Replacement	\$ 333,500
Risk Management - Int Svc Fd	\$ 2,000
Sewer Operations	\$ 237,200
Solid Waste Operations	\$ 252,800
Sports and Tourism Asset Replacement	\$ 1,248,000
Sports and Tourism Fund	\$ 74,600
Stormwater Operations	\$ 6,200
Vehicle Replacement	\$ 700,000
Water Operations	\$ 58,900
Workers' Compensation	\$ 4,100

Budget Impact:

This action will reallocate appropriation in the amount of \$9,537,400 within the following funds. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Amount
Communications Asset Replacement	\$ 75,000
Fire/EMS Dev Fee 2020	\$ 1,286,000
General Capital Projects Fund	\$ 1,134,000
General Fund	\$ 3,491,500
Ground Ambulance Service	\$ 83,700
Highway User Revenue	\$ 88,500
HSCV Asset Replacement	\$ 18,700
IT Asset Replacement	\$ 442,700
Parks & Recreation Asset Replacement	\$ 333,500
Risk Management - Int Svc Fd	\$ 2,000
Sewer Operations	\$ 237,200
Solid Waste Operations	\$ 252,800
Sports and Tourism Asset Replacement	\$ 1,248,000
Sports and Tourism Fund	\$ 74,600
Stormwater Operations	\$ 6,200
Vehicle Replacement	\$ 700,000
Water Operations	\$ 58,900
Workers' Compensation	\$ 4,100

FTE Impact:

This action will increase the overall full-time equivalent count by 17.5 as detailed below:

Fund	Department	Current FTE's	Increase/ (Decrease)	Amended FTEs
General Fund	Police	208.5	8	216.5
General Fund	Fire	147	4	151
General Fund	Information Technology	25	1	26
General Fund	Community Development	43	2	45
General Fund	Parks and Recreation	83.9	1	84.9
General Fund	City Clerk	5.5	0.5	6
Highway User Revenue Fund	Public Works	36.5	1	37.5

ATTACHMENTS:

1. Res 2020-126 Budget Amendment FY21-final
 2. City Manager Budget Update--June 3, 2020
-

RESOLUTION # 2020-126

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2021 BUDGET BY REALLOCATING APPROPRIATIONS OF \$9,537,400 FROM VARIOUS FUNDS FOR THE PURPOSE OF FUNDING CERTAIN PERSONNEL, SUPPLIES, SERVICES, AND CAPITAL PROJECTS AND AMENDING THE FISCAL YEAR 2021 CONTRACT AWARDING AUTHORITY LIST.

WHEREAS, the FY2021 adopted budget did not include appropriations for personnel, supplies, services and capital projects due to the uncertainty of economic impacts as a result of the COVID-19 pandemic;

WHEREAS, an analysis of FY2021 revenues and expenditures indicates it is fiscally responsible to fund the personnel, supplies, services, and capital projects that align with the City's strategic goals;

WHEREAS, the FY2021 budget, including the FY2021 Contract Awarding Authority List, was adopted by Council Resolution #2020-63 on June 2, 2020;

WHEREAS, this action will necessitate a budget amendment;

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature; and

WHEREAS, the City of Surprise Procurement Code §2-338 (d) requires the authority of the Mayor and Council when the cost to the city is greater than \$50,000.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. That the statements and schedules attached as *Exhibit A* and *Exhibit B* and incorporated by reference are adopted, amending the budget and Contract Awarding Authority List of the City of Surprise, Arizona for the fiscal year July 1, 2020 through June 30, 2021.

APPROVED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2020-126
Exhibit A

1. Appropriation - The allocation below represents a reallocation of appropriation in the amount of \$9,537,400 from various funds to personnel, supplies, services, and capital line items. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Fund	Mayor and Council	Supplies	E	30,200	7,000	37,200
General Fund	Mayor and Council	Services	E	70,200	3,600	73,800
General Fund	City Manager Office	Services	E	537,500	27,700	565,200
General Fund	City Attorney	Services	E	164,600	8,000	172,600
General Fund	City Clerk	Services	E	298,400	24,000	322,400
General Fund	City Clerk	Charges for Services	R	(210,000)	8,600	(201,400)
General Fund	Finance	Services	E	1,047,900	4,700	1,052,600
General Fund	Human Resources	Services	E	637,800	6,000	643,800
General Fund	Information Technology	Services	E	2,733,400	335,200	3,068,600
General Fund	Information Technology	Supplies	E	71,100	2,400	73,500
General Fund	Police	Supplies	E	762,200	62,600	824,800
General Fund	Police	Services	E	1,614,300	28,300	1,642,600
General Fund	Police	Capital	E	106,300	327,000	433,300
General Fund	Fire - Medical	Services	E	1,863,300	115,600	1,978,900
General Fund	Fire - Medical	Supplies	E	693,200	78,800	772,000
General Fund	Fire - Medical	Charges for Services	R	(81,100)	5,000	(76,100)
General Fund	Fire - Medical	Capital	E	-	165,000	165,000
General Fund	Economic Development	Services	E	701,900	50,000	751,900
General Fund	Community Development	Services	E	420,800	311,100	731,900

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Fund	Community Development	Supplies	E	55,100	10,900	66,000
General Fund	Community Development	Capital	E	-	40,000	40,000
General Fund	Human Svcs and Comm Vitality	Services	E	649,200	6,200	655,400
General Fund	Human Svcs and Comm Vitality	Supplies	E	188,200	5,600	193,800
General Fund	Parks and Recreation	Supplies	E	1,220,200	1,300	1,221,500
General Fund	Parks and Recreation	Services	E	5,847,900	277,600	6,125,500
General Fund	Parks and Recreation	Charges for Services	R	(2,091,800)	(2,100)	(2,093,900)
General Fund	Public Works	Supplies	E	847,600	14,000	861,600
General Fund	Public Works	Services	E	2,410,500	385,800	2,796,300
Ground Ambulance Service	Fire - Medical	Supplies	E	287,400	15,000	302,400
Ground Ambulance Service	Fire - Medical	Services	E	338,700	300	339,000
Stormwater Operations	Public Works	Services	E	179,300	3,700	183,000
Water Operations	Finance	Supplies	E	594,200	63,100	657,300
Water Operations	Finance	Services	E	469,900	(85,600)	384,300
Sewer Operations	Finance	Supplies	E	5,300	(1,600)	3,700
Sewer Operations	Finance	Services	E	380,400	38,100	418,500
Solid Waste Operations	Finance	Supplies	E	2,300	(700)	1,600
Solid Waste Operations	Finance	Services	E	167,800	16,300	184,100
Stormwater Operations	Finance	Supplies	E	1,400	(600)	800
Stormwater Operations	Finance	Services	E	55,500	3,100	58,600
Water Operations	Water Resource Management	Supplies	E	507,500	3,900	511,400
Water Operations	Water Resource Management	Services	E	7,593,200	1,300	7,594,500
Water Operations	Water Resource Management	Capital	E	189,200	36,500	225,700

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Capital Projects Fund	General Operations	Contingency	E	4,084,000	(3,951,900)	132,100
General Capital Projects Fund	Fire - Medical	#A34010 Asset Repl_ Fire-Medical Department	E	261,000	62,000	323,000
General Capital Projects Fund	Police	#A31020 Asset Repl_Police Department	E	-	138,000	138,000
IT Asset Replacement	Information Technology	#A17010 Asset Repl_ Information Technology	E	1,710,300	442,700	2,153,000
Parks & Recreation Asset Repla	Parks and Recreation	#A54010 Asset Repl_Parks & Recreation	E	771,800	333,500	1,105,300
Communications Asset Replaceme	City Manager Office	#A12010 Asset Repl- Communications	E	-	75,000	75,000
HSCV Asset Replacement	Human Svcs and Comm Vitality	#A51010 Asset Repl_Human Svcs & Comm Vit	E	7,000	18,700	25,700
Sports and Tourism Asset Repl	Sports and Tourism	#A59020 Asset Repl_Sports and Tourism	E	380,100	1,248,000	1,628,100
Vehicle Replacement	Fire - Medical	#A34130 Kenwo Fire Truck 7630 Replacement	E	-	700,000	700,000
Fire/EMS Dev Fee 2014 Law	General Operations	Contingency	E	500,000	(500,000)	-
Fire/EMS Dev Fee 2020	Fire - Medical	#P34090 Fire Station 308	E	262,000	1,286,000	1,548,000
General Capital Projects Fund	Public Works	#P61920 City Hall Security Improvements	E	71,600	300,000	371,600
General Capital Projects Fund	Parks and Recreation	#P54340 Renovation of NWRL	E	-	150,000	150,000
General Capital Projects Fund	Public Works	#P61630 Fire Station Access Modifications	E	-	135,000	135,000
General Capital Projects Fund	Public Works	#P61820 Bell Rd Re-Landscaping W. of Grand	E	-	150,000	150,000
General Capital Projects Fund	Public Works	#P61941 Facility Condition Assessment	E	-	175,000	175,000
General Capital Projects Fund	Community Development	#P42010 OTS Land Acquisition	E	126,700	24,000	150,700
General Fund	City Clerk	Personnel Services	E	541,800	28,300	570,100
General Fund	Information Technology	Personnel Services	E	3,041,100	102,700	3,143,800

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Fund	Police	Personnel Services	E	28,550,500	576,500	29,127,000
General Fund	Fire - Medical	Personnel Services	E	20,905,800	418,600	21,324,400
General Fund	Community Development	Personnel Services	E	4,319,100	157,300	4,476,400
General Fund	Parks and Recreation	Personnel Services	E	5,294,700	48,400	5,343,100
Highway User Revenue	Public Works	Personnel Services	E	3,559,300	88,500	3,647,800
Sports and Tourism Fund	Sports and Tourism	Personnel Services	E	2,653,000	74,600	2,727,600
Water Operations	Finance	Personnel Services	E	820,100	38,600	858,700
General Fund	City Manager Office	Personnel Services	E	2,793,100	28,200	2,821,300
General Fund	City Attorney	Personnel Services	E	2,220,500	48,100	2,268,600
General Fund	Public Works	Personnel Services	E	5,512,200	(215,000)	5,297,200
Ground Ambulance Service	Fire - Medical	Personnel Services	E	2,626,700	68,400	2,695,100
Water Operations	Public Works	Personnel Services	E	407,400	1,100	408,500
Risk Management - Int Svc Fd	City Attorney	Personnel Services	E	259,300	2,000	261,300
Workers' Compensation	City Attorney	Personnel Services	E	87,600	4,100	91,700
Solid Waste Operations	Public Works	Personnel Services	E	3,315,800	2,200	3,318,000
Sewer Operations	Water Resource Management	Personnel Services	E	3,886,100	200,700	4,086,800
Grants	General Operations	Contingency	E	24,206,200	(5,085,500)	19,120,700
Grants	General Operations	Other	R	(24,636,200)	(11,500)	(24,647,700)
Solid Waste Operations	Public Works	Services	E	1,800,200	235,000	2,035,200
Expense Total				158,718,900	-	158,718,900
Revenue Total				(27,019,100)	-	(27,019,100)

2. Full-Time Equivalent (FTE) – This action will increase the City's FTE count by 17.5.

Fund	Department	Current FTE's	Increase/ (Decrease)	Amended FTEs
General Fund	Police	208.5	8	216.5
General Fund	Fire	147	4	151
General Fund	Information Technology	25	1	26
General Fund	Community Development	43	2	45
General Fund	Parks and Recreation	83.9	1	84.9
General Fund	City Clerk	5.5	0.5	6
Highway User Revenue Fund	Public Works	36.5	1	37.5

RESOLUTION # 2020-126
Exhibit B

1. Contract Awarding Authority List – Council approved the Fiscal Year 2021 Contract Awarding Authority List (CAAL) as part of the FY2021 Budget Adoption in June 2020. The line items identified in the list were based on the budget appropriations at the time of adoption. With the proposed increase to the budget appropriations, various CAAL line items had to be added and/or changed to reflect the proposed increase in budget. Additionally, some CAAL items needed to be increased to cover higher usage than anticipated at time of adoption.

CAPITAL				
Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
21037	A12010 Asset Repl – City Manager	\$0	\$85,000	\$85,000
21041	A54010 Asset Repl – Parks	\$650,000	\$550,000	\$1,200,000
21044	P54340 NWRL Lobby Remodel	\$0	\$175,000	\$175,000
21061	P42010 OTS Land Acquisition	\$140,000	\$25,000	\$165,000
21091	A34010 Asset Repl – Fire	\$275,000	\$75,000	\$350,000
21096	P34090 Fire Station 308	\$7,500,000	\$750,000	\$8,250,000
21099	A34130 Asset Repl – Pumper #2	\$0	\$800,000	\$800,000
21141	A17010 Asset Repl – IT	\$1,850,000	\$400,000	\$2,250,000
21165	A31010 Asset Repl – Police	\$0	\$150,000	\$150,000
21197	P61920 City Hall Security Remodel	\$85,000	\$300,000	\$385,000
21201	P61820 Bell Road Landscape	\$0	\$175,000	\$175,000
21202	P61941 Facility Assessment	\$0	\$200,000	\$200,000
21203	P61630 Fire Station Access Mod.	\$0	\$150,000	\$150,000
21221	A59020 Asset Repl – S&T	\$400,000	\$1,350,000	\$1,750,000

OPERATING				
Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
21312	Advertising Services	\$75,000	\$50,000	\$125,000
21331	Dues & Memberships	\$250,000	\$25,000	\$275,000
21332	Study & Consulting Services	\$150,000	\$50,000	\$200,000
21341	Library Operations Agreements	\$4,000,000	\$300,000	\$4,300,000
21374	Contract Planners	\$350,000	\$275,000	\$625,000
21375	Citywide Redistricting	\$0	\$75,000	\$75,000
21383	Retail Analytics Software	\$75,000	\$50,000	\$125,000
21391	Utility Payment Services	\$650,000	\$250,000	\$900,000
21393	Utility Billing Postage	\$350,000	\$50,000	\$400,000
21394	Public Defender Services	\$300,000	\$50,000	\$350,000
21398	Utility Service Fees	\$125,000	\$50,000	\$175,000
21399	Meter Replacements & Parts	\$1,000,000	\$75,000	\$1,075,000
21423	Fire Inspector Equipment	\$0	\$80,000	\$80,000
21445	Employee Services	\$250,000	\$25,000	\$275,000
21446	Training Services	\$100,000	\$75,000	\$175,000
21481	Software Renewal & Maintenance	\$3,750,000	\$500,000	\$4,250,000
21484	Copier Lease & Maintenance	\$600,000	\$250,000	\$850,000
21516	New PD Vehicles	\$1,000,000	\$250,000	\$1,250,000
21517	New Hire PD Outfitting	\$250,000	\$50,000	\$300,000
21521	Transit Services	\$1,500,000	\$100,000	\$1,600,000
21523	Building Maintenance Services	\$1,250,000	\$750,000	\$2,000,000
21526	Sanitation Services	\$2,500,000	\$750,000	\$3,250,000
21528	Street Maintenance Services	\$550,000	\$250,000	\$800,000

21563	Equipment Maintenance	\$1,250,000	\$1,000,000	\$2,250,000
21565	Water Portfolio Mgmt Services	\$450,000	\$250,000	\$700,000
21566	Infrastructure Maintenance	\$475,000	\$250,000	\$725,000
21585	Stadium Maintenance	\$450,000	\$200,000	\$650,000
21588	Advertising Services	\$250,000	\$200,000	\$450,000
21589	Stadium Grounds Maintenance	\$750,000	\$225,000	\$975,000
21592	Pest Control Services	\$300,000	\$200,000	\$500,000
21593	Uniform Services	\$150,000	\$100,000	\$250,000
21594	Landscape Services	\$1,750,000	\$250,000	\$2,000,000
21603	Citywide COVID Response	\$0	\$1,000,000	\$1,000,000
21604	Citywide Emergency Response	\$0	\$2,500,000	\$2,500,000

From: [Michael Frazier](#)
To: [CoS Employees-All](#)
Subject: City Manager Budget Update--June 3, 2020
Date: Wednesday, June 3, 2020 10:22:50 AM

Good Morning Team Surprise!

I know the past few months have been difficult for everyone; some members of our team have been affected more than others. Yet every day, you have continued to serve our community with the utmost of professionalism, dedication, compassion, and understanding. For that, I can only say "Thank You!" and that I am proud to work alongside each and every one of you!

I think it's finally time to announce some positive news—we can all use it! You may be aware that as part of the CARES (Coronavirus Aid, Relief, and Economic Security) Act, \$150 billion was appropriated to the Coronavirus Relief Fund to be dispersed for use by state and local governments. In most cases this funding was distributed through each state's governmental body. Last week Governor Ducey announced the disbursement of these funds to provide immediate relief to local government. Based on recent census data, the allocation for the City of Surprise equates to \$16.2 million. This funding could not have come at a better time!

The Governor's Office directed these allocations to be applied to payroll expenses for the local entity's public safety operations from March 1st through December 31st, 2020. This frees up existing general fund dollars already programmed for public safety operating expenses. The Governor's approach provides the greatest flexibility for each local entity to redirect existing funding as best serves their needs, including absorbing tax revenue loss. I've shared with you previously that we have been preparing for potential losses in retail tax and state shared revenue, as a result of the impacts from COVID-19. However, this economic relief permits the City to absorb the revenue losses already experienced and those we have yet to recognize. Essentially, this emergency funding relief will permit the City to cautiously return to pre-COVID operations.

In addition to the CARES Act funding, the City Council approved the FY 2021 budget last night. As a result, and with the support of the full City Council, the process to recall members of the Surprise Team that were furloughed last month has begun!

As a result of this stronger financial outlook, I am also pleased to share with you that we will proceed with compensation increases already planned within the FY21 budget. This will come in the form of Merit Increases. Full-time and part-time regular employees of the General Pay Plan are eligible for a 3.5% Merit Increase. Employees of any Step Pay Plan will receive merit based increases, if eligible, by advancement to the next step of their respective step range. Eligible employees will see the increase reflected in their first paycheck in July!

Merit increase eligibility is based on FY20 performance evaluations. *You must have*

received an **overall** performance rating of “Meets” or higher. Due to these increases being related to the FY20 performance evaluation period, only employees who were hired before May 1, 2020 are eligible for merit increases. Employees are eligible for compensation increases, not to exceed the maximum of their pay range or step plan.

Additionally, our Human Resources Department conducted a biennial market analysis of all pay plans. This review is conducted every two years in accordance with our Municipal Code. Recommendations are then made for adjustments that are appropriate to retain competitive salaries. These adjustments have also been included in the FY21 budget. As applicable, this will adjust the salary range for some positions in the General Pay Plan or adjust steps for some positions in Step Pay Plans. This does not impact all employees or all positions. Should a market adjustment be made for employee’s in the General Pay Plan, this will be communicated individually with the employee. Employee’s on step plans, will find adjustments to the published Step Pay Plans, if applicable.

So just once more, “Thank You!” for your hard work and all that you have done to keep Surprise a safe and beautiful city!

Stay Safe/Stay Well!

Mike

Michael T. Frazier
City Manager
City of Surprise
16000 N Civic Center Plaza | Surprise, AZ 85374
Office: 623-222-1022 | Fax: 623-222-1021
E-Mail: michael.frazier@surpriseaz.gov





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 6, 2020

Contact Person: Robert Wingo, CITY
ATTORNEY

Submitting Department: Legal

District: Citywide

Staff Recommendations: None

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to an amendment to Surprise Municipal Code Chapter 2, Article 2, Division 1, Section 2-21, setting the date of the oath of office for certain elected officials; Ordinance # 2020-31.

Motion:

I move to approve Ordinance # 2020-31.

Background:

Section 2-22 of the Surprise Municipal Code (SMC) addresses what happens when there is a vacancy on City Council. Subsection (b) provides that if a vacancy occurs more than 30 days before the nomination deadline, the term of any person appointed will expire at the next regularly scheduled council election. This SMC provision is aligned with A.R.S. 9-235 which similarly provides that,

The Council shall fill a vacancy that may occur by appointment until the next regularly scheduled council election if the vacancy occurs more than thirty days before the nomination petition deadline, otherwise the appointment is for the unexpired term....

During the current election cycle, a judicial challenge to the term of appointment for a city council vacancy in another jurisdiction resulted in scrutiny of the meaning of A.R.S. 9-235, specifically, how "until the next regularly scheduled council election" should be interpreted.

Based on A.R.S. 9-235 and SMC Sec. 2-22 (b), there is a persuasive legal argument that the term of an appointed council member, who is filling a vacancy that occurs more than 30 days before the nomination petition deadline, ends by operation of law when the election process has concluded. Pursuant to SMC 14-4 and A.R.S. 9-821.01, a candidate who receives a majority of all votes cast in a primary is declared elected effective on the date of the general election. Therefore, in that situation, the election process has concluded on the date of the general election.

In the event that a general election is necessary because no candidate received a majority of votes in the primary, the election process would conclude on the date of canvass of the general election, when the City Clerk issues a certificate of election to the successful candidate pursuant to A.R.S. Title 16.

Objective Analysis:

SMC Sec. 2-22 and A.R.S. 9-235, in conjunction with SMC Sec. 14-4 and A.R.S. 9-821.01, provide that the term of an appointed council member, who is filling a vacancy occurring 30 days before the nomination deadline, ends upon the conclusion of the election process, which, depending on the primary results, is either the date of the general election or the date of canvass of the general election. Therefore, SMC Sec. 2-21, which provides that all council members be sworn in upon the expiration the incumbents' terms in January, appears to be in conflict with the above referenced city code sections and state statutes. This amendment will bring all of these provisions into harmony.

This amendment only effects council members who were appointed to fill a vacancy that occurred 30 days before the nomination petition deadline. All other incumbents' terms are set by the voters at either two or four years, expiring on January 1.

Policy Compliant:

City Code must be consistent with Arizona state statutes and election law.

Financial Impact:

None.

Budget Impact:

None.

FTE Impact:

None.

ATTACHMENTS:

1. 20.09.22 Ord 2020-31RW
-

ORDINANCE # 2020-31

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING CHAPTER 2, ARTICLE II, Division 1, SECTION 2-21, OATH OF OFFICE, SETTING THE DATE OF OATH OF OFFICE FOR CERTAIN ELECTED OFFICIALS; INCLUDING SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND REPEALING CONFLICTING ORDINANCES.

WHEREAS, A.R.S. 9-235 and Surprise Municipal Code Section 2-22 provide that the term of appointment of a councilmember filling a vacancy which occurred more than 30 days before the nomination petition deadline shall end on “the next regularly scheduled council election”;

WHEREAS, Surprise Municipal Code Section 14-4, under the authority and in accordance with A.R.S. 9-821.01(D), provides that a candidate who receives the majority of all votes cast at the primary election shall be declared to be elected effective as of the date of the general election;

WHEREAS, these four laws, when considered and applied in conjunction, create a persuasive argument that a candidate obtaining a majority vote in a primary election, or the highest number of votes in the general election, against an appointed incumbent filling a vacancy which occurred more than 30 days before the nomination deadline, is entitled to the seat as of the date of the general election or upon the canvass of the general election;

WHEREAS, Surprise Municipal Code Section 2-21, which requires all City Council oaths of office to be administered in January, is in conflict with state law and associated city ordinances when the narrow circumstances arise under which a candidate obtains a majority vote in a primary, or highest number of votes in the general, against an appointed incumbent filling a vacancy which occurred more than 30 days before the nomination deadline; and

WHEREAS, the City endeavors to align all of its ordinances with state law and provide consistency between ordinances within the Surprise Municipal Code.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Surprise, Arizona, as follows:

Section 1. Chapter 2, Article II, Division 1, Section 2-21 of the Surprise Municipal Code is hereby amended to read as follows:

As soon as possible following the first day in January, but not later than the first regularly scheduled council meeting in January following election, the city clerk will ensure that the oath of office is administered to the newly elected official. NEVERTHELESS, THE CITY CLERK SHALL ADMINISTER THE OATH OF OFFICE ON THE DATE OF THE GENERAL ELECTION TO ANY NEWLY ELECTED OFFICIAL WHO RECEIVED A MAJORITY OF ALL VOTES CAST AT A PRIMARY ELECTION, OR ON THE DATE OF THE GENERAL ELECTION CANVASS TO ANY NEWLY ELECTED OFFICIAL WHO RECEIVED THE HIGHEST NUMBER OF VOTES AT THE GENERAL ELECTION, AGAINST AN APPOINTED INCUMBENT FILLING A VACANCY THAT OCCURRED MORE THAN THIRTY DAYS BEFORE THE NOMINATION PETITION DEADLINE. Upon taking the oath of office, the newly elected official shall assume the duties of office.

Section 2. All ordinances, resolutions or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of these amendments to the municipal code adopted herein is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 4. This ordinance will become effective at the time and manner prescribed by law.

PASSED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 6, 2020
Submitting Department: Human Resources
Staff Recommendations:

Contact Person: Lisa Angelini, DIRECTOR - HR
District: Internal

Consent: No	Regular: Yes	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and action pertaining to an amendment to Surprise Municipal Code Chapter 3, Article IV, Section 3-41(D), Personnel Appeals Board Composition and Quorum; Ordinance # 2020-34.

Motion:

I move to approve Ordinance # 2020-34.

Background:

Under the current Surprise Municipal Code, an individual is unable to volunteer and serve on the Personnel Appeals Board ("PAB") if the individual holds another municipal office, or is otherwise employed, by the City of Surprise "or any other city." The Human Resources Department has reviewed these provisions and cannot identify why an individual should be disqualified from serving on the PAB merely because the individual is a volunteer for another city Board or Commission or are employed by another city.

It is often a challenge to recruit qualified volunteers for these boards and it would be beneficial to start with an expansive pool of potential volunteers without arbitrarily excluding certain individuals.

Objective Analysis:

This amendment to the Surprise Municipal Code will remove the current prohibition of serving on the PAB and other boards and commissions or being employed by another city. It will maintain the prohibition of serving on the PAB while receiving any compensation from the City of Surprise, whether in a capacity of holding another compensated office or being employed by the City of Surprise. This will ensure that conflicts of interest or even the appearance of impropriety is avoided.

At the same time, this amendment encourages volunteerism and will ensure that when vacancies on the PAB occur, the Boards and Commissions Selection Committee will have the broadest applicant pool available. If there ever was a question of conflict, the Selection Committee is able to make their recommendation considering those types of questions, without unduly limiting the candidate pool by disqualifying individuals who have no apparent conflict.

Policy Compliant:

This amendment is consistent with city policies and state law pertaining in to volunteerism and

conflicts of interest. The amendment promotes volunteerism and provides the Selection Committee with the largest candidate pool.

Financial Impact:

None.

Budget Impact:

None.

FTE Impact:

None.

ATTACHMENTS:

1. 20.09.24 Ordinance 2020-34
-

ORDINANCE # 2020-34

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING CHAPTER 3, ARTICLE IV, SECTION 3-41(D), *PERSONNEL APPEALS BOARD COMPOSITION AND QUORUM*, INCLUDING SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND REPEALING CONFLICTING ORDINANCES.

WHEREAS, Chapter 3, Article IV, Section 3-41(d) pertaining to the composition of the Surprise Personnel Appeals Board ("PAB"), provides that members of the board shall hold no other municipal office or municipal employment for this or any other city during their service on the board;

WHEREAS, common-sense dictates that members of the PAB not be a current office holders or employee of the City of Surprise, but Sec. 3-41(d) unduly limits other individuals, such as employees of other cities, who do not have any apparent conflict of interest in serving as a volunteer PAB member;

WHEREAS, the City encourages volunteer service by its citizens, and aims to make eligibility as inclusive and broad as possible for volunteer opportunities; and

WHEREAS, from time to time the Human Resources Department reviews the personnel portions of the Surprise City Code and identifies sections which would benefit from clarification or revision for various reasons.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Surprise, Arizona, as follows:

Section 1. Chapter 3, Article IV, Section 3-41(d) of the Surprise Municipal Code is hereby amended to read as follows:

(d) Composition and quorum. The personnel appeals board will consist of seven members who will be citizens of the city, representing, insofar as possible, different professions or occupations. Members of the board shall hold no other COMPENSATED municipal office or municipal employment for ~~this or any other city~~ THE CITY OF SURPRISE during their service on the board. Insofar as possible, appointment of members will be made so as to constitute equal representation of all areas within the city. Each member will serve staggered terms of four years. In order to create staggered terms, three members will be selected to serve an initial term of two years, and four members shall be selected to serve an initial term of four years. Thereafter, each appointment will be for a full four-year term. Five members will constitute a quorum for the transaction of business.

Section 2. All ordinances, resolutions or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of these amendments to the municipal code adopted herein is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 4. This ordinance will become effective at the time and manner prescribed by law.

PASSED AND ADOPTED this _____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 6, 2020 Contact Person: David Sanders
Submitting Department: Community Development District: Citywide
Staff Recommendations:

Consent: No Regular: Yes Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to City Council support of the implementation of a Temporary Extension of Premises Permit process for local restaurants by Executive Order of the Mayor.

Motion:

I move to support the implementation of an expedited and free of charge Temporary Extension of Premises Permit process for local restaurants and bars by Executive Order of the Mayor.

Background:

At the September 15, 2020, regular City Council meeting, Councilman Sanders requested that staff bring before City Council a potential program to permit local restaurants temporary extension of their premises. Vice Mayor Judd seconded that request.

Objective Analysis:

This item proposes, for City Council's consideration and support, an expedited, fee free, application process for local restaurants and bars, to temporarily extend their respective premises to outdoor seating areas for service of food and alcohol, where it can be done safely and in compliance with applicable laws. This temporary process would be authorized by an Executive Order of the Mayor under his initial declaration of emergency issued in March.

Any extension of premises would be temporary, for 180 days, with the potential for renewal only if the state's Executive Orders and the Mayor's Proclamation are still in effect at the time of renewal. Any extension would require, at a minimum, the private property owner's consent and not create any safety issues, such as blocking ingress and egress, fire lanes, sidewalks, etc... and compliance with all applicable laws, such as ADA access and parking, etc... Similarly, any extension of premises would be subject to the Arizona Department of Liquor Licenses and Control also approving an expansion of premises/patio permit. Extension would not be allowed on, or to encroach upon, public rights-of-way.

Policy Compliant:

The City Council has consistently taken a local business friendly approach and implemented other programs to assist local businesses during the COVID-19 pandemic. This TEP process is aligned with those continuing efforts to support the economic viability of local businesses.

Financial Impact:

The City would be foregoing any fee for reviewing and processing applications for the TEP. However, per state law, if a fee were assessed, it would have to be noticed at least 60 days in advance anyway, therefore, it is not feasible to assess a fee if this TEP program is implemented within the next 60 days.

TEPs may increase tax revenue due to increased patron capacity at local restaurants and bars.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

1. Extension of Prem Presentation
 2. 20.09.28 Temporary Extension of Premises Permit Application (002)
 3. State Liquor License inv_extprem_access
 4. 20.09.28 Extension of Prem Staff Report (002)
 5. 20.09.28 Order of the Mayor TEP
-



TEMPORARY EXTENSION OF PREMISES PERMIT

Tiffany Copp, Assistant Director
Community Development, Code Enforcement Division

BACKGROUND

- The restaurant industry has suffered financially during COVID-19
- The City supports the ongoing effort of local restaurants to adapt and remain open during COVID-19
 - Public safety and social distancing remain a priority

BACKGROUND

- Staff benchmarked the efforts of other local cities in support of the restaurant industry
- Staff conferred with internal stakeholders to develop a Temporary Expansion of Premises Permit (TEP)
 - Police
 - Fire
 - Engineering
 - Legal

WHAT IS A TEP?

A Temporary Extension of Premises Permit (TEP):

- Where viable and safe, allows for the temporary expansion of available dining space
 - Patio/ outdoor areas
 - Use of tents or similar enclosures
- Offers a streamlined application and expedited staff review
 - No application or permit fee

WHAT IS A TEP CONTINUED

- Requires approval from the property owner
- Approved permits valid for 180 days with an option to renew
- Promotes and maintains a clean, healthy and safe dining experience

LIMITATIONS OF THE TEP

The TEP does not abrogate the City's building permit requirement and process for restaurants who desire to expand their physical buildings, permanently affixed patios, or other areas that would otherwise require a building permit.

TEP does not limit the City's requirement for business to have a valid business license or comply with all other relevant laws.

LIMITATIONS OF THE TEP

Restaurants seeking to expand their service area for alcohol remain subject to the review and approval of the Arizona Department of Liquor Licenses and Control.

- TEP application advises of the State requirements
- State Extension of Premises/ Patio Permit is attached to TEP

COMMUNICATION PLAN

City Council has the opportunity to take formal action in support of a TEP program. Pursuant to A.R.S. 36-307(B) and 36-311, the Mayor may then issue an Order establishing this TEP process.

Upon approval staff will also:

- Complete a media release
- Add TEP guidelines and process to city website



QUESTIONS OR COMMENTS?

Thank You

COVID-19 RELIEF | RESTAURANTS AND BARS
TEMPORARY EXTENSION OF PREMISE (TEP) APPLICATION



Applying for a TEP is free of charge and designed to allow restaurants and bars to temporarily expand services to outdoor areas on their property while maintaining social distancing requirements. Proposed expansions may include, where safe, areas of private property such as excess parking spaces and landscaping, but shall not block or obstruct emergency exit doors, pedestrian or vehicular entries or exits, fire lanes, fire hydrants, fire department connections, ADAP parking, ramp, sidewalks, or walkways. No expansions may encroach upon, or utilize, public rights-of way. TEP's will remain in effect for 180 days from the date of issuance subject to compliance with all conditions of the Permit. Nothing within this application or process shall grant a right to a TEP Permit. The City in its sole discretion may deny a TEP Permit for any reason, including, but not limited to, any health and safety concern.

After the 180 days, applicants may apply to renew their existing application using the enclosed form.

SECTION 1: APPLICANT AND PROPERTY INFORMATION

Property Address: _____

City: _____ State: _____ ZIP: _____

Business Name: _____

Applicant Name and Title: _____

Applicant Phone Number and Email: _____

Business License Number: _____

Establishment Type: _____

SECTION 2: PROPERTY OWNER'S INFORMATION

Property Owner Name: _____

Property Owner Address: _____

City: _____ State: _____ ZIP: _____

Property Owner Phone: _____ E-mail: _____

By signing below, the Property Owner confirms ownership of the subject property for this application and allows the occupying restaurant or bar owner/operator to create or expand outdoor dining, drinking and service areas to improve healthy social distancing between patrons and as outlined in the City of Surprise Temporary Expansion of Premise (TEP) Application.

Property Owner Signature: _____

Printed Name: _____ Date: _____

**** Property owner authorization is required and may not be waived.****

SECTION 3: SITE PLAN & INFORMATION

1. Attach a hand drawn or aerial picture of the site (e.g. Google Maps, Maricopa County Assessor, etc.) and label the following items on your site plan:
 - Address
 - Nearby roads
 - Indicate the proposed area of expansion
 - Fire hydrants and fire lanes
 - ADA ramps and parking spaces
 - Proposed seating arrangement
 - Show how parking will be restricted within 20 feet of outdoor dining / tent
2. Describe and quantify the location of the expansion (e.g. 10 parking spaces, 75 square feet of parking lot or sidewalk, etc.):
3. Do you intend to use any shade structures, tents, heaters, generators or other temporary fixtures to accommodate the expansion? If yes, please describe below and provide all available cut sheets or manufacturers information. If tents will be used, please also include the following information:
 - a. Location of exits and how they are identified
 - b. Method of anchoring in accordance with Manufacturer recommendations
 - c. Specify if electricity is proposed in the tent provide an electrical plan if applicable
4. Do you intend to serve alcohol in the expanded area? If yes, you will be required to complete the attached Application for Extension of Premises/ Patio Permit and submit it, along with the approved TEP, to the Arizona Department of Liquor Licenses and Control.

TEP REAPPLICATION ONLY

If you have previously applied for a TEP and wish to renew, please complete the following and submit to the City with a revised site plan, if applicable

SECTION 1: APPLICANT AND PROPERTY INFORMATION

Property Address: _____

City: _____ State: _____ ZIP: _____

Business Name: _____

Applicant Name and Title: _____

Applicant Phone Number and Email: _____

Business License Number: _____

Establishment Type: _____

Date of Approval for Initial TEP: _____

SECTION 2: PROPERTY OWNER'S INFORMATION

Property Owner Name: _____

Property Owner Address: _____

City: _____ State: _____ ZIP: _____

Property Owner Phone: _____ E-mail: _____

By signing below, the Property Owner confirms ownership of the subject property for this application and allows the occupying restaurant or bar owner/operator to create or expand outdoor dining, drinking and service areas to improve healthy social distancing between patrons and as outlined in the City of Surprise Temporary Expansion of Premise (TEP) Application.

Property Owner Signature: _____

Printed Name: _____ Date: _____

**** Property owner authorization is required and may not be waived.****

SECTION 3: SITE PLAN & INFORMATION

If any of the information on your original site plan has changed, please provide an updated site plan using the criteria required in the original TEP application.

SECTION 4: DEPARTMENT OF LIQUOR LICENSE & CONTROL REQUIREMENTS

If you will be serving alcohol in the expanded area, complete the attached application for Extension of Premises/ Patio Permit and submit it, along with the approved TEP renewal, to the Arizona Department of Liquor Licenses and Control.



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

CSR:

Log #:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR

****Notice: Allow 30-45 days to process permanent change of premises****

☐ Permanent change of area of service. **A non-refundable \$50. Fee will apply.** Specific purpose for change:

☐ Temporary change (**No Fee**) for date(s) of: ____/____/____ through ____/____/____ list specific purpose for change:

1. Licensee's Name: _____ License#: _____

Last

First

Middle

2. Mailing address: _____

Street

City

State

Zip Code

3. Business Name: _____

4. Business Address: _____

Street

City

State

Zip Code

5. Email Address: _____

6. Business Phone Number: _____ Contact Phone Number: _____

7. Is extension of premises/patio complete?

If no, what is your estimated completion date? ____/____/____

8. Do you understand Arizona Liquor Laws and Regulations?

☐ Yes ☐ No

9. Does this extension bring your premises within 300 feet of a church or school?

☐ Yes ☐ No

10. Have you received approved Liquor Law Training?

☐ Yes ☐ No

11. What security precautions will be taken to prevent liquor violations in the extended area? _____

12. **IMPORTANT:** Attach the revised floor plan, clearly depicting your licensed premises along with the new extended area outlined in black marker or ink, **if the extended area is not outlined and marked "extension" we cannot accept the application.**

- ☐ Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption:

☐ Approval ☐ Disapproval by **DLLC**: _____ Date: ____/____/____

I, (Print Full Name) _____, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: _____

GOVERNING BOARD

After completion, and **BEFORE submitting to the Department of Liquor**, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

☐ Approval ☐ Disapproval

Authorized Signature

Title

Agency

Date

DLLC USE ONLY

Investigation Recommendation: ☐ Approval ☐ Disapproval by: _____ Date: ____/____/____

Director Signature required for Disapprovals: _____ Date: ____/____/____

COVID-19 Restaurant/Bar Response Temporary Extension of Premises

REPORT TO THE CITY COUNCIL

Topic of Discussion: COVID-19 Response for Restaurants and Bars –
Temporary Extension of Premises Application

Meeting Date: October 06, 2020

Council District: Citywide

Presenter: Tiffany Copp, Assistant Director of Community Development

Discussion:

The restaurant and bar industry is struggling financially during COVID-19 and as a result of physical distancing requirements. Staff has benchmarked the efforts of other cities and concluded that the implementation of a Temporary Extension of Premise (TEP) Application would provide relief to local restaurant and bar owners. A TEP is fundamentally a streamlined variation of the city's existing Temporary Use Permit (TUP) for special events and would follow a similar application and approval process. Approved TEP's will be valid for 180 days, with the potential of renewal, in the city's discretion if state and local Executive Orders and/or Emergency Proclamations are still in effect upon expiration of the 180 days. A presentation will be provided to discuss the benefits and limitations of the TEP process as proposed by Community Development staff.

Additional Information:

Staff benchmarked the efforts of the following cities in support of the restaurant and bar industry: Glendale, Goodyear, Mesa, Phoenix, Sahuarita, Tempe and Yuma. Community Development staff coordinated with internal stakeholders who would potentially be impacted by the development of any extension of premise process, to include: Police, Fire, Legal and Public Works/Engineering.

Approval of this item will memorialize City Council's support for this temporary process, and the Mayor would then issue an Order under the existing Emergency Proclamation, authorizing the Community Development Department to establish a TEP process. Community outreach regarding the availability of the TEP will consist of issuing a press release and adding the TEP information to the city website.

Action:

Approve – Approval of the TEP concept and the Mayor's subsequent Order will allow staff to establish the TEP process and begin accepting applications from local restaurant and bar owners to temporarily expand their service premises effective 10/7/2020.

39 **Deny** – Denial of the proposed TEP process will withhold authority from the Community
40 Development Department to implement a TEP process. Local restaurants and bars would remain
41 limited to their current service area subject to current expansion options.
42

43 **Attachments:**

44 01 - Power Point Presentation

45 02- TEP Application

AN ORDER OF THE MAYOR OF THE CITY OF SURPRISE, ARIZONA

WHEREAS, on March 17, 2020, a “Proclamation by the Mayor of the City of Surprise, Arizona Declaring an Emergency,” was promulgated pursuant to Ariz. Rev. Stat. § 26-307, Ariz. Rev. Stat. § 26-311, and Section 2-40 of the City of Surprise Municipal Code to proclaim the existence of a local emergency throughout the City of Surprise due to the COVID-19 public health crisis;

WHEREAS, pursuant to the Arizona Revised Statutes, the City of Surprise Municipal Code, and the Proclamation, the Mayor has the authority to impose all necessary regulations to preserve the peace and order of the City;

WHEREAS, pursuant Arizona Revised Statutes, any order issued by the Mayor under authority of Title 26, Chapter 2, take precedence and, by operation of law, suspends any conflicting laws, ordinances, orders, rules and regulations in existence at the time; and

WHEREAS, Governor Ducey authorized restaurants and bars to resume operations in a limited capacity, in many cases reducing the number of patrons who may be served at any given time,

WHEREAS, the Mayor finds that due to the COVID-19 public health emergency, it would be in the best interests of the City of Surprise, and the economic viability of local business, to establish and implement a process for local restaurants and bars to, where safe and subject to certain conditions and restrictions, temporarily extend premises for service.

NOW, THEREFORE, BE IT ORDERED by the Mayor of the City of Surprise, Arizona, under the authority granted by Arizona Revised Statutes Title 26, Chapter 2, as follows:

Section 1. The City Manager is authorized to establish and implement within the Community Development Department a Temporary Extension of Premises (“TEP”) application and expedited review process that may allow local restaurants and bars, free of charge, to apply for extended seating for dining into defined outdoor areas of private property in certain instances. Approval shall be subject to, among other things, compliance with all applicable federal, state, county, and local laws, regulations, and rules such as the Americans with Disabilities Act and Arizona liquor laws. TEP permits will be valid for 180 days, with the potential of renewal, if state and local Executive Orders and Emergency Proclamations are still in effect upon expiration of the respective 180 days.

Section 2. This Order does not grant any right or entitlement, temporary or otherwise, to a permit or expansion of business premises. The intent of this Order is solely to authorize the City Manager to implement an expedited free of charge process under which local restaurants and bars may apply for, and in the sole discretion of the city, be

permitted to temporarily extend seating to defined private outdoor areas where feasible and safe subject to any conditions or restrictions the city places on said extension.

Section 3. This Order shall be effective immediately and remain in effect until amended or the Mayor's Declaration of Emergency is terminated.

ORDERED this _____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney